



सत्यमेव जयते

The Gujarat Government Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

Vol. LI]

FRIDAY, AUGUST 27, 2010/BHADRA 5, 1932

Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

PART IV-A

**Rules and Orders (Other than those published in Parts I, I-A, and I-L) made
by the Government of Gujarat under the Central Acts**

INDUSTRIES AND MINES DEPARTMENT

Notification

Sachivalaya, Gandhinagar, 25th August, 2010.

Mines and Minerals (Development and Regulation) Act, 1957.

No. GU-2010-(37)-MCR-1097-MM-15-CHH.- In exercise of the powers conferred by section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (67 of 1957), the Government of Gujarat hereby makes the following rules for regulating the grant of mining lease in respect of minor minerals and for the purposes connected therewith, namely.-

CHAPTER - I

PRELIMINARY

1. Short title, extent and commencement.- (1) These rules may be called the Gujarat Minor Mineral Concession Rules, 2010.

(2) They extend to the whole of the State of Gujarat.

(3) They shall come into force from the date of their publication in the *Official Gazette*.

2. Definitions.- (1) In these rules, unless the context otherwise requires -

(i) "Act " means the Mines and Minerals (Development and Regulation) Act, 1957, (67 of 1957);

(ii) "Competent Authority" means.-

(a) The Commissioner, who shall have jurisdiction in whole of the State of Gujarat in the matters pertaining to granite under these rules;

(b) District Collectors or, as the case may be, District Officer of Geology and Mining, who shall have jurisdiction within their respective Districts in the matters pertaining to minor mineral except granite, under these rules;

Explanation.- The District Officer of Geology and Mining shall include the Geologist or the Assistant Geologist.

- (iii) "Commissioner" means Commissioner of Geology and Mining, Gujarat State;
- (iv) "Dead rent" means the guaranteed amount of royalty payable to the lesser, but calculated on the basis of the area leased and not on the quantity of minerals extracted or removed;
- (v) "Form" means a form appended to these rules;
- (vi) "Government" means the Government of Gujarat;
- (vii) "Quarry lease" means a kind of mining lease in respect of a minor minerals granted under these rules or Granite Conservation and Development rules 1999 or Marble Development and Conservation Rules 2002, as the case may be;
- (viii) "quarrying *Parwana*" means a quarrying *Parwana* granted under these rules to extract and remove building stones like limestone, sandstone, trap and sand only within notified area for land not exceeding a specified area;
- (ix) "quarrying permit" means a quarrying permit granted under these rules to extract and remove any specified quantity of a minor mineral;
- (x) "Schedule" means a Schedule appended to these rules.
- (xi) "Schedule Area" means the area declared by the President as Schedule Area, under PART C of the Fifth Schedule of the Constitution of India, for the State of Gujarat, *vide* the Scheduled Areas (State of Bihar, Gujarat, Madhya Pradesh and Orissa) Order, 1977.

(2) Words and expressions used but not defined in these rule shall have the same meaning as assigned to them in the Act or the Granite Conservation and Development Rules 1999, or the Marble Development and Conservation Rules 2002.

3. Non applicability of rules in certain cases.- Nothing contained in these rules shall apply to,-

- (a) the departmental extraction for captive purpose of minor mineral by any Department of the Government, municipality or panchayat subject to general or special order or instructions issued by Government from time to time;
- (b) the extraction of minor mineral for captive purpose by any person for bonafide purposes in accordance with the provisions of rules 67, 68, 69 and 70 of the Gujarat Land Revenue Rules, 1972 or any rules corresponding to such rules;
- (c) the search for and winning of minor minerals on the surface by chipping of outcrops by a geologist's hammer without involving any disturbance of the soil by way of digging of pits, trenches or otherwise;

Explanation: - For the purpose of this sub-rule chipping of rock samples from the outcrop or collection of a few samples from the depth of upto a meter shall not be deemed as disturbing the soil or the surface.

- (d) the digging of wells for water and foundation for building and disposal of the minor mineral extracted thereof;
- (e) removal of mineral to the maximum extent of one hundred tones from the agricultural field for betterment of the agricultural land by the occupant himself:

Provided that he shall pay the royalty to the Government at the rate mentioned in SCHEDULE- I, if the mineral is sold or allowed to be removed by any other person.

CHAPTER - II**GRANT OF QUARRY LEASES**

4. Grant Of Quarry Leases.- (1) Save as otherwise expressly prescribed in these rules, no person shall quarry, win, remove or carry away any minor mineral, in respect of the lands in which the mineral vest with the Government, except as provided under these rules.

(2) No leases under sub-section (1) shall be granted without the prior approval of the Government, to any person other than an Indian citizen.

(3) No quarry lease shall be granted by the Competent Authority in respect of any minor mineral except in accordance with such general instructions and directions as may be issued by the Commissioner from time to time regarding the conservation and scientific economic development of such mineral.

(4) No quarry lease shall be granted in respect of lands notified by the Government as reserved for use of Government, local authorities or for any other public or special purposes. Such reservations shall be reviewed from time to time or at least once in five years:

Provided that where any land in respect of which a quarry lease granted is notified by Government as reserved under this sub-rule, subsequent to such grant, it shall be lawful for the Competent Authority to renew such a quarry lease after the previous approval of the Commissioner.

(5) No quarry lease shall be granted to any person other than the lessee himself of an area or a mineral in respect of which a mining lease has been granted:

Provided that if such lessee to whom the mining lease or, as the case may be the quarry lease has been already granted does not apply for quarry lease, quarry lease may be granted to any other person.

(6) No quarry lease or permit or *Parwana* shall be granted for minor mineral in the Schedule Area. without the recommendation of the GRAM SABHA at the appropriate level.

(7) No application for quarry lease shall be taken into consideration in the area in respect of which an application for mining lease, if any, already pending, under Mineral Concession Rules, 1960, until such application for mining lease is decided.

5. Renewal of quarry leases. - Save as otherwise expressly provided in these rules, the provisions of these rules in relation to the grant of quarry leases shall also be applicable in relation to the renewal of quarry leases.

6. Application for quarry lease. - (1) An application for the grant of a quarry lease in respect of land in which the mineral vest with the Government shall be made in triplicate in **Form A** to the Competent Authority alongwith a treasury *Challan* of the amount of non-refundable Application fee for processing of such lease application, as follows,-

(A) For quarrying sand, kankar, gravel and ordinary clay minor mineral , -

(i) rupees five hundred for an area of less than five hectares;

(ii) rupees one thousand for an area of five hectares or more

(B) For quarrying minor minerals other than sand, kankar, gravel and ordinary clay minor mineral , -

(i) rupees two thousand five hundred for an area of less than five hectares;

(ii) rupees five thousand for an area of five hectares or more.

(3) The application shall also be accompanied by ammonia print plan on cadastral map and up-to-date certified copies of the relevant extracts of the records of rights pertaining to the lands in respect of which quarry lease is applied for:

Provided that the application shall be liable to be rejected if an up-to-date certified copy of any such relevant extract is not produced within thirty days of the presentation of the application to the Competent Authority, in case the same was not attached at the time of presentation of the applications.

7. Acknowledgement of application.- Every application for a quarry lease shall be acknowledged in Form B.

8. Priority.- (1) On receipt of an application under rule 7, the Competent Authority, after making such inquiries as it deems fit, may sanction the grant of a quarry lease to the applicant or refuse to sanction the same within ninety days from the date of submission of the application:

Provided that the time-limit shall be applicable only if the application is complete in all respect. In case of delay or rejection of the application, specific reasons thereof shall be recorded by the Competent Authority.

(2) Where two or more persons have applied for a quarry lease in respect of the same land, the quarry lease shall be granted to the applicant in the following order of priority,-

- (i) a person who has set up a mineral based industry in the State which consumes the minor mineral as raw material in the industrial units established in the State;
- (ii) a local authority, Board, Corporation under the State Government or a co-operative society;
- (iii) a person who intends to set up a mineral based industry in the State;
- (iv) other applicants:

Provided that where a person holding a mining lease in respect of an area applies for a quarry lease in respect of that area, he may be given priority over all other applicants:

Provided further that where two or more persons of the same category mentioned in clause (i) to (iv) have applied for a quarry lease in respect of the same land on the same day, the Competent Authority after taking into consideration the following matters, grant the lease to such one of the applicants or distribute the mineral bearing land in such manner between the applicants as it deems fit,-

- (a) any special knowledge or experience in quarry possessed by the applicant;
- (b) the financial resources of the applicant;
- (c) the type and qualification of the technical staff employed or to be employed by the applicant;
- (d) the investment which the applicant proposes to make in quarry and in the industry based on the mineral.
- (e) such other matters as may be considered by the Competent Authority:

Provided also that where the Competent Authority is satisfied that the person specified in clause (iii) above, to whom a quarry lease is granted has failed to establish an industry, within a period of two years may cancel the quarry lease, after giving him an opportunity of being heard and for the reasons recorded in writing.

(4) Notwithstanding anything contained in sub-rule (2), the competent authority may, subject to such general instructions and directions as may be issued by the Commissioner from time to time regarding conservation and scientific and economic development of the minerals, for any special reasons to be recorded in writing, grant a quarry lease to an applicant whose application was received latter or to an applicant irrespective to the category to which he belongs or to distribute the area applied for between or amongst the applicants as it may deem fit.

9. Register for application.- The Competent Authority shall cause to maintain a register of application for quarry leases received by him in **Form-C**.

10. Grant of quarry lease.- (1) On receipt of an application for the grant of a quarry lease under rule 6, the Competent Authority after making such enquiries as it deems fit, may grant the quarry lease over a part or the whole of the area applied for, to the applicant. When an application is refused or grant with reduced in area, the Competent Authority shall communicate the reasons of its refusal or, as the case may be, reduction in area, in writing to the applicant. In case where there are more than one applicant for the same land or the land has been distributed, it shall communicate the reasons of refusal in writing to the applicants to whom such lease is not granted within seven days of granting the quarry lease or leases for the same land:

Provided that before granting the quarry lease in the Schedule Area, the Competent Authority shall obtain the recommendations of the concerned Gram Sabha where the area of quarry is situated.

(2) Where a quarry lease is granted under sub-rule(1), the requisite lease deed shall be executed in nine copies within three months of the date of order sanctioning the lease and if no such deed is executed within the said period, an order granting the lease shall be deemed to have revoked :

Provided that where the Competent Authority is satisfied that the applicant is not responsible for the delay in the execution of the lease deed, he may permit the execution of the lease deed even after the expiry of the said period of three months. In any case, the further period shall not exceed one year from the date of sanction of lease. For the period of more than one year, the matter may be referred to the Government, whose decision shall be final.

(3) The lease deed shall be executed in **Form D** or in a form as near thereto as the circumstances of each case may require.

11. Register of quarry leases.- The Competent Authority shall cause to maintain a register of quarry lease in **Form E**.

12. Survey of the area leased.- When a quarry lease is granted, arrangement shall be made at the expenses of the lessee for the survey and demarcation of the area granted under the lease and possession of the area shall be deemed to have been handed over to him on the date of lease deed is executed. The lessee shall require to erect the boundary pillars around the areas leased to him.

13. Inspection of register. - The register maintained by the Competent Authority under rules 9 and 11 shall be open to inspection by any person on payment of a fee of rupees ten.

14. Restriction on area of quarry lease.- (1) No quarry lease shall be granted for an area exceeding twenty hectares and for an area less than one hectare:

Provided that in case of sand, *Kankar* and gravel the quarry lease shall be granted for the maximum area not exceeding 10 hectares and the minimum area for grant shall not be less than 0.25 hectare:

Provided further that the Government may, in any special case and under special circumstances, for the reasons to be recorded in writing, relax the provisions of this rule.

(2) No lessee by himself or jointly with any person shall hold in the aggregate more than one square kilometer of area under one or more quarry leases in respect of one or more minor minerals within the State:

Provided that if the Government is of the opinion that in the interest of mineral development or industrial development of the State, it is necessary so to do, it may, for the reasons to be recorded in writing, permit any industrial unit or co-operative society to hold one or more quarry leases covering an area in excess of the aforesaid aggregate area.

(3) The area under any quarry lease shall be in a compact block unless the Competent Authority specifically directs otherwise for special reasons to be recorded in writing.

15. Length and breadth of leased area.— The length of an area held under a quarry lease shall not exceed four times its breadth:

Provided that the Competent Authority may, in any special case for the reasons to be recorded in writing and subject to such general instructions and directions as may be issued by the Commissioner from time to time regarding conservation and scientific and economic development of the minerals, relax the provisions of this rule.

16. Boundaries below the surface. - The boundaries of the area granted under a quarry lease shall run vertically downwards below the surface towards the centre of the earth.

17. Period of the lease, renewals and availability of the areas already granted.— (1) (a) The period of quarry lease in case of ordinary sand, kankar, gravel or ordinary clay or brick earth shall not exceed ten years and the period of quarry lease in respect of all other minor minerals shall not exceed twenty years :

Provided that if the Government is of the opinion that in the interest of minerals development and industrial development of the State, it is necessary so to do, it may, for the reasons to be recorded in writing grant a quarry lease for any longer period as it may deem fit.

(b) The lease for all minerals shall be renewed by the Competent Authority at the option of the lessee from time to time and the period of renewal at one time shall not exceed ten years in case of sand, *kankar*, gravel and brick earth/ordinary clay and for other mineral shall not exceed twenty years.

(c) No area which was previously held under quarry lease or which has been reserved by the Government or any local authority for any purpose other than mining or in respect of which the order granting lease has been revoked under sub- rule (2) of rule 11 shall be available for re-grant unless the date from which the area shall be available for re-grant is notified in the *Official Gazette* at least thirty days in advance. Any application received before the date so notified in the *Official Gazette* shall be premature and shall not be entertained:

Provided that the Government may, for reasons to be recorded in writing, relax the provisions of this clause in any special case.

(2) At the time of the renewal of the lease, the lessee shall be entitled to surrender any part of the area leased to him.

(3) When a renewal is granted the terms and condition of the renewal shall be the same as those in force at the time of the renewal.

(4) An application in **Form F**, for the renewal of a quarry lease shall be presented, in triplicate, at least 180 days before the expiry of the lease to the Competent Authority and shall be accompanied by a treasury *Challan* of such amount and in such manner as specified in rule 6:

Provided that any such application may be admitted after the expiry of the stipulated period, if the Competent Authority is satisfied that the applicant had just and sufficient cause for not presenting the application within such period.

Provided further that in no case, the application made after the expiry of the lease shall be entertained.

Provided also that in case the application for the renewal of a quarry lease is not disposed of by the Competent Authority before the date of expiry of the lease, the period of lease shall be deemed to have been extended for a further period till the Competent Authority passed the order thereon.

(5) Notwithstanding anything contained in the foregoing provisions of this rule, the Commissioner may at any time by giving to the lessee six months notice in writing for cancellation of the lease if

the area for which the lease has been granted or any part thereof is required by the Government for any public purpose. A declaration in this regard, under the signature of the Commissioner that the area, or as the case may be, the part of the area is so required shall, as between the lessee and the Government be conclusive.

(6) On the cancellation of the lease under sub-rule (5), the area under the lease shall be resumed by the Government and the lessee shall be paid such compensation, for the investment made for the development of mining area only and not for the land and mineral, as may be cancel mined by an officer appointed by the Government for the purpose. For the purpose of assessing the amount of compensation, the officer so appointed shall cancel mine the compensation in accordance with the provisions of the Land Acquisition Act, 1894.

(7) (i) Where an applicant for the grant or renewal of a quarry lease dies before the order granting him a quarry lease or its renewal is passed, the application for the grant or renewal of a quarry lease shall be deemed to have been made by his legal representative.

(ii) In the case of an applicant in respect of whom an order granting or renewing a quarry lease is passed, dies before the deed referred to in sub-rule (3) of rule 10 is executed, the order granting or renewing a quarry lease shall be deemed to have been passed in the name of the legal representative of the deceased.

18. Surrender of area Leased.- The holder of a quarry lease may surrender part or whole of the area leased to him once during each tenure of the period of the lease by giving a notice in **Form G**, for a period not less than six months to the Competent Authority, subject to the following conditions, namely:-

(a) the lessee may surrender his lease forthwith if he has cleared his legitimate dues including six months dead rent and submitted his application in Form G,

(b) area to be surrendered shall be in a single compact block and have a full access to it by any other person or a lessee without any hindrance,

(c) the area already exploited by the holder of the quarry lease shall not be accepted for surrender. The area to be surrendered shall be a virgin area, capable of being developed and worked,

(d) the holder of the quarry lease shall have cleared dues royalty, dead rent, surface rent, and other dues, if any, payable under these rules on or before the date of surrender,

(e) The holder of the quarry lease shall at his own expense get the area re-demarcated on intimation to him of acceptance of the surrender from the Competent Authority or any person authorized by him in this behalf and gets the boundary marks and pillars erected for the remaining area retained by him:

Provided that where the surrender of lease is in respect of more than one area, the Competent Authority shall allow the same with the reasons to be recorded in writing.

(2) After receiving surrender application from leaseholder in Form G concerned Geologist has to submit his opinion within 45 days to the Competent Authority and the Competent Authority shall take decision within 45 days after receiving the opinion of District Geologist. If decision is not taken within prescribed time limit, the lease shall be deemed surrendered on the expiry date of six month notice period and dead rent shall be stopped.

19. Security for quarry lease. - The person in whose favour a quarry lease is granted shall, before the lease deed referred to in rule 10 is executed, deposit as security for due observance of the terms and conditions of the lease,-

(a) for quarrying sand, kankar, gravel and ordinary clay minor mineral, a sum of rupees one thousand per hectare or part thereof, subject to the maximum of rupees ten thousand;

(b) for quarrying minor minerals other than sand, kankar, gravel and ordinary clay minor mineral, a sum of rupees two thousand five hundred per hectare or part thereof, subject to the maximum of rupees twenty-five thousand:

Provided that the Competent Authority may refund the security deposit to the lease holder, on application made within sixty days by him, in a case where the quarry lease is surrendered or the period of the lease has expired and no renewal thereof has been applied for, if the deposit is not required to be applied to any of the other purposes mentioned in these rules.

Provided further that if the security deposit is not refunded to the lease holder within the period mentioned in the lease deed, the Government shall pay simple interest at the rate payable on Saving Bank Account by a Nationalized Bank from time to time, from the date of expiry of the period mentioned in the lease deed.

20. Transfer of quarry leas.-(1) The lessee shall not without the previous consent in writing of the Commissioner or an officer authorized by the Commissioner,-

(a) assign, sublet or mortgage, or in any other manner transfer the quarry lease, or any right, title or interest therein, or

(b) enter into or make any arrangement contract or understanding whereby the lessee will or may be directly or indirectly financed to a substantial extent by or under which the lessee's operations or undertaking will or may be substantially controlled by, any person or body of persons other than the lessee,

(c) after obtaining the previous consent, in writing, of the Commissioner or an officer authorized by the Commissioner, the transfer of quarry lease shall have to be executed within the period of three months from the date of such consent, in **Form H**.

(2) The consent given by the Commissioner under sub-rule (1) shall not be effective unless the holder of quarry lease makes payment of a fee to the Government,-

(a) in case the quarry lease is transferred for the first time, an amount equal to the single dead rent chargeable per year, and

(b) in case the quarry lease is transferred for the second or any additional time, an amount equal to twice the amount of yearly dead rent or twelve and half (12½) percent of the monetary consideration for such transfer, whichever is higher:

Provided that the conditions regulating the grant or holding of a quarry lease specified in rules 4, 14 and 15 shall be applicable in the case of such transfer.

21. Rate of Royalty.-(1) The holder of a quarry lease or any other mineral concession granted under these rules shall, except quarry *Parwana*, pay royalty in respect of minor minerals, specified in column 2 of the SCHEDULE-I, removed or consumed by him or by his agent, manager, employee, contractor or sub lessee from the leased area at the rates respectively specified against them in column 3 of the said Schedule.

(2) The holder of a quarry lease granted under these rules shall pay yearly dead rent in respect of minor minerals specified in column 2 of SCHEDULE-II, at the rates respectively specified against each minor mineral in column 3 thereof.

(3) No dead rent shall be payable under sub-rule (2), where the royalty paid during a year under sub-rule (1) in respect of a minor mineral is greater than the dead rent payable.

(4) Where the royalty paid during a year under sub-rule (1) in respect of a minor mineral is less than the dead rent payable under sub-rule (2), only the difference between the two amounts shall be payable as dead rent.

(5) The lease holders who have obtained lease in private land shall pay seventy five percent of the dead rent as specified in the SCHEDULE- II.

(6) If in the same lease hold area, more than one minor mineral is permitted to be mined, the lessee shall be liable to pay royalty or as the case may be, dead rent for every such minor mineral separately.

CHAPTER-III**CONDITIONS**

22. Lessee to pay Royalty, Dead Rent, Surface Rent etc..- (1) The lessee shall, during the continuation of the lease, pay to the Government royalty on minor minerals quarried from the leased area at the rates as specified in SCHEDULE-I.

(2) The lessee shall pay to the Government for every year of the lease, the yearly dead rent specified in SCHEDULE – II, and if the lessee is permitted to work for more than one minor mineral in the same area, than lessee shall pay the dead rent for all the minor minerals.

(3) The mode of payment of royalty or dead rent shall be as may be determined by the Government from time to time.

(4) The lessee shall also pay the yearly surface rent to the Government for the surface area leased to him, at the rate of rupees one hundred per hectare or part thereof or at the non-agriculture assessment rate, prescribed by Revenue Department from time to time, or whichever is higher.

(5) If the royalty or dead rent or surface rent is not paid within thirty days next after the date fixed for payment, the Competent Authority or any officer duly authorized by him may enter the said premises and take possession of all or any of the minerals or movable property therein, and may carry away, or order the sale of the property or such part of it as will suffice to recover the rent or royalty due together with all costs and expenses occasioned by the non-payment thereof. If any rent or royalty remains at any time unpaid for sixty days after the date on which it is due, the Competent Authority may cancel the lease.

23. Lessee to pay Compensation for Damage, Injury or Disturbance.- The lessee shall be liable to pay to the Government the compensation, as may be determined by the Government, for all damages, injury or disturbances which may be caused by him in exercise of the powers granted by the lease and shall indemnify the Government against all claims, which may be made by third parties in respect of any such damage, injury or disturbance.

24. Lessee to Erect/Maintain Boundary Marks and Pillars.- The lessee shall require to, at his own expense, erect, maintain and keep in repair the boundary marks and pillars necessary to indicate the area leased to him according to the demarcation shown in a plan annexed to the lease and shall erect fences around such part of the leased area as the Competent Authority may direct.

25. Lessee to Vacate Encroachment and Pay Fine.- If the lessee is found to have encroached upon an area not included in the lease the Competent Authority shall issue a notice to vacate the area. The lessee shall vacate the area and stop excavation in the disputed area immediately. The lessee shall be liable to pay the fine which may extend upto 100% of royalty and an amount equal to the mineral value for the mineral excavated.

26. Precautions For Protection of Environment and Control of Pollution.- Every holder of the quarry lease shall require to take necessary precautions for the protection of environment and control of pollution while conducting quarry operations in the area where such lease is granted.

27. Proper Dumping of Top Soil, Waste Rock/Mineral and Non-Saleable Rock/Mineral and Other Rejects.- (1) When top soil exists and is to be excavated for quarry operation, it shall be removed and stacked separately. The top soil so removed shall be utilized for restoration and rehabilitation of land which is no longer required for quarry operations or for stabilizing or landscaping the external dumps. Where top soil can not be used concurrently, it shall be stacked separately for further use.

(2) The overburden, waste rock/mineral and non-saleable rock/mineral generated during quarry operation shall be stacked separately in properly formed dumps on the grounds. Such dumps shall be properly secured to prevent the escape of material in harmful quantity which may cause

degradation of surrounding land or silting of water courses, where-ever such waste rock/mineral or overburden or other rejects shall be back-filled in to their worked out quarry and when the back-filling is not feasible the waste dump shall be suitably levelled and stabilized by planting vegetation or otherwise.

28. Lessee to Restore, Reclaim and Rehabilitate Land.- Every quarry lease holder shall undertake in a phased manner restoration, reclamation and rehabilitation of land affected by quarry operations and shall complete this work before the conclusion of such operations and the abandonment of the quarry.

29. Control of Air/Water/Noise Pollution.- (1) The air Pollution due to dust, exhaust emissions or fumes during quarry or processing operations and related activities shall be controlled and kept within permissible limit specified under the environmental laws for the time being in force.

(2) Every holder of a quarry lease shall take all precautions to prevent or reduce to a minimum the discharge of toxic and objectionable liquid effluents from quarry, workshop or processing plant in to surface or ground water bodies and usable lands. These effluents shall conform to the standards laid down in this regard.

(3) Noise arising out of quarry and processing operations shall be abated or controlled by the holder of quarry lease at the source, so as to keep it within the permissible limit.

30. Lessee not to Cut/Injure Trees Without Prior Permission.-(1) The lessee shall not cut or injure any tree in the leased area without the previous permission, in writing of the Competent Authority .

(2) Notwithstanding anything contained in sub-rule (1), the lessee shall not cut or injure any tree in the leased area falling within reserved or protected forest without the previous permission in writing of the Divisional Forest Officer or an officer authorized by him in this behalf.

31. Lessee to Commence Quarry Operations Within Time-limit.- Unless the Competent Authority permits otherwise for reasons to be recorded in writing, the lessee shall commence quarry operations within ninety days from the date of execution of the lease and the lessee shall carry on such operations in a proper, skillful and workman-like manner and shall prevent waste by removal of overburden, careful storage of waste and removal of all valuable minor minerals within the quarry.

32. Prior Permission From Railway Authority/Government in certain cases.- (1) The lessee shall not carry on or allow to be carried on any quarry operations at any point within a distance of fifty meters, if no blasting is involved two hundred meters if blasting is involved, from the boundary of any railway line, except with the written permission of the railway administration concerned or from the boundary of any reservoir, canal, road or public works or buildings except with the previous permission of the Government. The permission of railway administration or Government may, in granting such permission, impose such conditions as it may deem fit.

(2) The lessee shall cause to strengthen and support any part of the quarry which in its opinion requires such strengthening or support for the safety of the railway, reservoir, canal, road or any other public work or structure to the satisfaction of the railway administration or as the case may be, the Government.

33. Maintenance of Accounts of Minor Minerals and Other Particulars.- The lessee shall keep correct accounts showing the quantity and other particulars of all minor minerals obtained and dispatched from the quarry, date-wise, prices obtained for the minerals, names of purchasers, receipts for money received and the number of persons employed therein, the wages paid and complete plans of the quarry, and shall allow the Competent Authority or any officer authorized by the Commissioner, such information and returns for the last five years or the period as may be fixed by the Income tax Department.

34. Submission of Return.- The lessee shall submit,-

(i) to the Competent Authority or any other officer authorized by him in this behalf, every month a monthly return in **Form J**, before the eight day of the succeeding month;

(ii) to the Commissioner, an annual return, in **Form I** for every Financial year, before the 30th April of the succeeding year.

35. Other Laws relating minor minerals or safety, health and convenience of employees or public be abided.- The lessee shall abide by the provisions of any law for the time being in force and applicable to him relating to mines and minerals and other matters affecting the safety, and health and convenience of the lessee's employees or of the public.

36. Lessee to Allow Inspection by Competent Authority.- The lessee shall allow the Competent Authority or any officer authorized by him to enter upon any places or land comprised in his lease for the purpose of inspecting the same or inspecting any of the accounts, which he shall make available to such officer. Such officer may issue such reasonable directions as he may deem fit, to prevent waste full extraction on ensure safety and conservation of minor minerals and it shall be the duty of the lessee, his agent or manager to carry out such directions within such period as the officer may specify. If the lessee, his agent or the manager fails to carry out such directions within the specified period, the Competent Authority may cancel the lease or impose a penalty not exceeding the twice the amount of annual dead rent.

37. To Abide Instructions/Directions of Competent Authority.- The lessee shall abide by such reasonable instructions and directions as may be issued by the Competent Authority, from time to time, regarding conservation and development of minor minerals.

38. Access to other licences/lease Holders.- The lessee shall allow existing and future licensees or lease holders of any land, which is comprised in or adjoining to or is reached through the land held by the lessee, reasonable facilities of access thereto.

39. Erect of any structures, machinery, tramways etc.,- The lessee may erect on the land leased any structures, machinery, tramways etc., required for *bonafide* quarry purposes and such structures, machinery, tramways etc., and any accumulated minerals shall become the property of the Government if not removed on the date of expiry or sooner on cancellation of the lease.

40. Reporting of Accidents to Competent Authority/ District Magistrate/ District Superintendent of Police.- The lessee shall report all accidents occurring in the leased area to the Competent Authority, the District Magistrate and the District Superintendent of Police of the District Concerned.

41. Lessee to report discovery of other mineral to Competent Authority.- The lessee shall report the discovery of any mineral not specified in the lease in the leased area without delay to the Competent Authority and shall not win or dispose off such mineral without obtaining a lease. He shall apply for a lease under the rules regulating the grant of mining leases for that mineral within a period of three months from the date of discovery, failing which it shall be open to the Government to grant a lease over such a mineral to any other person.

42. Lease liable to Cancel if no quarry for One Year.- The lease shall be liable to cancel if the lessee ceases to work the quarry for a continuous period of one year:

Provided that the lease shall not be cancelled if the lessee is prevented from operating the quarry owing to some reasonable cause and if the lessee obtains the prior permission of the Competent Authority for not operating the quarry.

43. Not to Use Minor Mineral for Major Mineral Purpose.- Without the prior permission of the Commissioner, the lessee shall not use any of the minor minerals extracted under these rules for a purposes which will classify it as a major mineral.

44. Government to have Pre-emption Right on Mineral.- The Government shall at all times have the right of pre-emption of the minerals won from the land in respect of which the lease has been granted:

Provided that the market price prevailing at the time of pre-emption shall be paid to the lessee for all such minerals.

45. Sum Due Be Recovered As Arrears Of Land Revenue.- Any rent, royalty, tax, fee, penalty or other sum due to the Government may be recovered as arrears of land revenue on the basis of a certificate issued by the Competent Authority.

46. On Cancellation of Lease the Quarries be Delivered in Proper and Workable State.- The lessee shall on expiry or on cancellation of the lease before the expiry of the lease, hand over to the Government all the quarries in the leased area in a proper and workable state, save in respect of any working the abandonment of which may have been sanctioned by the Competent Authority, the Government shall be immune from the lessees' claims for damage on account of any land having been included in his lease which may subsequently be found not to have been available for the lease.

47. Competent Authority to Cancel Lease or Impose Penalty on Breach of Condition. In case of any breach on the part of the lessee, his transferee or assignee of any of the conditions contained in the lease, other than those referred to in rule 22, the Competent Authority may cancel the lease and take possession of the said premises or impose fine not exceeding rupees five thousand.

48. Proper Maintenance of Trenches, Working Faces Etc.,- During the tenure of the lease, the lessee shall take adequate steps to ensure that-

- (i) heights and width of trenches in open quarries are properly maintained to facilitate easy removal of the mineral and the waste,
- (ii) the working faces are always kept clean, and
- (iii) the minor minerals won are staked in suitable dimensions and each stake is numbered.

49. Right of State or Central Government to Construct Road, Railway, Canal Etc Reserved.-The right of the State or Central Government to construct a road, railway or canal or to carry electric or telephone lines in or over the land under the lease is reserved, provided that before such right is exercised, a notice at least not less than sixty days before shall be given to the lessee. Any area utilised by the Government for the aforesaid purposes shall be excluded from the area under the lease.

50. Lessee to Take Steps to Ease Slopes/Restore Top Soil In Forest Lands.- In case of quarry leases in forest lands, the lessee shall take all reasonable steps to ease the slopes and restore top soil in areas worked out, exploited or mined, and it shall be open to the Government to afforest such areas, even during the existence of the lease.

51. Certain Special conditions of lease: - (1) Notwithstanding anything contained in these rules, a quarry lease may contain such other conditions as the Competent Authority may deem fit regarding,-

- (i) time limit and mode of payment of rent and royalty,
- (ii) notice by lessee for surface occupation,
- (iii) security pits and shafts,
- (iv) provision for maintenance of proper weighing records .

(2) A quarry lease may contain any other special conditions, which the Competent Authority may specify with the prior approval of the Government.

52. To engage Mining Engineer or Geologist for scientific exploitation and proper conservation of mineral.- In case the applicant holds more than ten hectares of area under quarry leases for Granite or Marble minor minerals then further area under quarry lease shall not be granted to such applicants unless he engages a full time Mining Engineer or Geologist for scientific exploitation and proper conservation of mineral.

53. Restriction to Grant Lease in Certain Districts.- No quarry lease for building limestone shall be granted in Amreli, Junagadh and Porbandar districts containing more than 85 % CaCO_3 , except in the limestone bearing scattered area not exceeding two hectares.

54. Amalgamation of leases.- The Commissioner may in the interest of mineral development and with reason to be recorded in writing, permit amalgamation of two or more adjoining leases held by a lessee:

Provided that the period of amalgamated leases shall be co-terminus with the lease whose period will expire first.

55. Rights of lessee.- Subject to the conditions prescribed in this Chapter, the lessee shall have the rights, for the purpose of his quarry operations to :-

- (i) work mines or quarries,
- (ii) sink pits, shafts and construct buildings and roads,
- (iii) erect plan and machinery,
- (iv) use water, and
- (v) use land for stacking purposes.

CHAPTER-IV

GRANT OF QUARRY PARWANA

56. Reservation of Areas for Granting Quarry Parwana.- For the purpose of grant of quarry *Parwana*, the Competent Authority may notify areas of isolated pockets of limestone, black trap, sand stone and building stones which are not used as major mineral. When any area is so notified, no quarry lease shall be granted for such notified area.

57. Grant of quarry Parwana: - (1) On an application made to the Competent Authority, he may grant a quarry *Parwana* to extract and remove the minor mineral from a plot not exceeding two thousand square meters, as may be notified by the Competent Authority. The Competent Authority may grant such *Parwana* in the following priorities:

- (a) Individual families of *Khanias*, belonging to the Schedule Castes or the Schedule Tribes, who do physical work of excavating minor mineral in the area applied for:

Provided that the applicant shall require to attach a certificate to that effect, with the application, issued by the authority authorized to issue such certificate;

- (b) Individual families of *Khanias*, who do physical work of excavating minor mineral in the area applied for;
- (c) individual *Khanias* who do physical work in excavating minor minerals in any other areas:

Provided that in case of quarry *Parwana* for ordinary sand, the communities who are traditionally engaged in sand mining such as *Vanjara* and *Ode* may be given priority:

Provided further that no *Parwana* shall be granted to any person who holds a quarry lease.

(2) In case of granting quarry *Parwana* in the Schedule area, the Competent Authority shall obtain, prior to granting quarry *Parwana*, the recommendations of the Gram Sabha in whose area the quarry land is situated.

58. Conditions for grant of quarry Parwana. - (1) The *Parwana* shall be granted, in **Form K**, for the maximum period of one year, ending on 31st **March** of the year, on payment of a non-refundable fee of,-

(a) rupees hundred for an area up to one thousand square meters , and

(b) rupees two hundred for an area more than one thousand square meters

(2) The *Parwana* shall be renewable for a period of not exceeding three years on payment of a non-refundable fee, for each year of renewal, at the rate of,-

(a) rupees hundred for an area up to one thousand square meters , and

(b) rupees two hundred for an area more than one thousand square meters

(3) The renewal fee shall be paid before the expiry of the *Parwana*. If the renewal fee is not paid before the expiry of the *Parwana*, an additional fee of rupees five per year or part thereof shall be paid for the late renewal of the *Parwana*.

(4) The *Parwana* granted in the last quarter of a year shall be valid upto the 31st March of the succeeding year.

(5) The *Parwana* holder shall pay royalty in advance on the mineral to be extracted at fifty percent of the rate mentioned in Schedule I.

(6) The *Parwana* holder shall pay yearly dead rent in advance at the rate of twenty five paisa per square meter or part thereof.

(7) Where the royalty paid during a year under sub-rule (5) in respect of a minor mineral is greater than the dead rent payable under sub-rule (b) no dead rent shall become payable.

(8) Where the royalty paid during a year under sub-rule (5) in respect of a minor mineral is less than the dead rent payable under sub-rule (6), the difference between the two amounts shall be payable as dead rent.

(9) The *Parwana* holder shall pay surface rent in advance at fifty paisa per hundred square meters or part thereof annually.

(10) (a) The *Parwana* holder shall extract and remove the minor mineral from the area specified in the *Parwana* in such a manner that no damage is done to any high ways, road, agricultural lands, trees, or other places of public utility or property.

(b) He shall not carry on any quarry operation within a distance of fifty meters of any railway line, high way, roads, river bank or other places of public utility or property.

(11) The *Parwana* holder shall not remove any other minor mineral except that mentioned in the *Parwana*. If during extracting, any other mineral appears to have been excavated or found he shall report the finding in writing to the Competent Authority concerned within fifteen days.

(12) In the event of any contravention of any of the clauses or the conditions, the *Parwana* shall be liable to be cancelled.

(13) If in any case it is found that the mineral is removed without payment of royalty as required to be paid under the *Parwana* the Competent Authority or any officer duly authorized by him may enter the land in respect of which the *Parwana* is granted and take possession of all or any of minerals or movable property or such part of it as will suffice to recover the royalty payable.

(14) If the payment of any amount recoverable under this *Parwana* is not made within thirty days from the due date, the same may be recovered as arrears of land revenue and the *Parwana* may be cancelled.

(15) On or after expiry of the period of the *Parwana* or when the *Parwana* is cancelled before the date of expiry of the period, after the date of such cancellation, the *Parwana* holder shall not carry on any quarry operation or remove any mineral that may have been excavated. If such *Parwana* holder is found to carry out any quarry operation or removing minerals, he shall be liable for punishment under rule 68.

(16) The *Parwana* shall be non-transferable.

(17) The *Parwana* holder shall immediately report any occurrence of accident to the Competent Authority, the Commissioner, the District Magistrate and the District Superintendent of Police of the District in which the area is situated.

(18) The *Parwana* holder shall maintain the boundary marks and pillars of the land in proper order and on their proper places.

(19) The *Parwana* holder shall work the area systematically as far as possible so as to avoid all waste. He shall comply with any direction or advice given by the Competent Authority or an officer authorized by him for the systematic working of the mineral.

(20) The *Parwana* holder shall not encroach the area which is not granted to him or an area which is occupied by any other person or which is the Government land. If any trespass, encroachment, or damage is caused on the area of any other person or on the Government land, he shall be liable to pay an amount as may be determined by the Competent Authority. He shall indemnify the Government from and against all suits and demands which may be brought by any persons for any damage, injury or disturbance.

(21) No power of attorney shall be given by a *Parwana* holder in respect of the area specified in the quarry *Parwana* granted to him, otherwise the *Parwana* shall be cancelled forthwith without assigning any reasons by the Competent Authority.

(22) The *Parwana* holder shall maintain accounts to verify the production, payment of royalty in the manner as may be specified by the Commissioner. He shall furnish the returns as may be required by the Commissioner.

(23) In case no quarry operation is carried out in the area specified in the quarry *Parwana*, for a period of 120 days without any reasonable cause or without permission of the Competent Authority the *Parwana* shall be liable to be cancelled, after giving an opportunity to the holder to state his case.

(24) The Commissioner or the Competent Authority or any of the officers authorized by him or any of the officer of the Government of India shall be allowed to inspect the quarry at reasonable time.

(25) If the Competent Authority refuses to grant the quarry *Parwana* applied for, the fee paid by the applicant for the grant of such *Parwana* shall be refunded.

59. Dimension of leased area. - The dimension of the area to be granted shall be a square or a rectangular.

60. Security for Quarry *Parwana*. - The person to whom a quarry *Parwana* is granted shall pay a sum as may be determined by the Commissioner as security deposit before issuing of *Parwana*:

Provided that the Competent Authority may refund the security deposit on application within 60 days to the *Parwana* holder in case where the *Parwana* is surrendered or the period of the *Parwana* has expired and no renewal thereof has been applied for, if the deposit is not required to be applied to any of the purposes mentioned in these rules.

CHAPTER – V

GRANT OF QUARRY PERMIT

61. Application for quarry permit. - (1) Any person may apply for a quarry permit, for the purpose of using the minor mineral for the work relating to Government, Government undertaking or for the work relating to individual himself, or for an occasional necessity, relating to the works of State or National importance, in **Form L**, in triplicate, with a non-refundable fee at the rate of Rs.100/- for every 500 tones or part thereof.

(2) In case the land for which the quarry permit is applied for, is occupied by someone, a letter of no objection to the extraction of the mineral obtain from the occupier of such land, shall be attached with the application.

Provided that in case of private lands under cultivation, an order from the revenue officer authorised to permit the non-agricultural use of the land shall be enclosed.

(3) Every application shall be accompanied by certified true copies of the relevant extract of the Record of Right in respect of the land from which the minor mineral is proposed to be extracted and removed and by a map of the area from which the mineral is to be excavated.

62. Grant of Quarry Permit. - (1) On an application made to the Competent Authority and on payment of royalty at the rate specified in Schedule I, the Competent Authority may grant a quarry permit, in **Form M**, to any person to extract and remove from certain land within the limit of his jurisdiction for any minor mineral not exceeding 4000 Tones under any one permit and for the period not exceeding 90 days.

Provided that the Government may grant quarry permit for any minor mineral exceeding 4000 Tones for the works relating to the Government, Government undertaking and any major works of public importance with specific reasons to be recorded in writing.

(2) The Competent Authority may refuse to grant such permit for reasons to be recorded and the same shall be communicated to the applicant in writing. The amount of royalty paid shall be refunded on refusal to grant such permit.

(3) Prior to granting the quarry permit in the Schedule area, the Competent Authority shall obtain the recommendations of the Gram Sabha within whose area the quarry permit is applied for.

63. Priority. - (1) While granting a quarry permit priority shall be given to a Co-operative Society registered or deemed to be registered under the Gujarat Co-operative Societies Act, 1961.

(2) Where two or more Co-operative Societies have applied for a quarry permit in respect of the same land on the same day the Competent Authority shall after taking into consideration the matters specified below either grant the quarry permit to such one of the Co-operative Societies or distribute the land in such manner between the Co-operative Societies, as he deems fit:

- (i) past experience of the Co-operative Societies in quarry,
- (ii) number of quarry permits already held by the Co-operative Societies,
- (iii) financial resources and stability of the Co-operative societies,
- (iv) technical qualifications possessed by the member of the Co-operative Societies,
- (v) claim of the Co-operative Societies of having systematically worked the area at any time in the past.

64. Conditions on which the quarry permit shall be granted. - (1) Every quarry permit granted under rule 62 shall be subject to,-

(a) the condition that the depth of the pit below the surface shall not exceed 6 meters.

(b) such other conditions as the Competent Authority granting the permit may deem necessary regarding,-

- (i) the time-limit, mode and place of payment of rents and royalties;
- (ii) the compensation for damage to land for which the quarry permit is granted;
- (iii) the felling of trees;
- (v) entering and working in any reserved or protected forest;
- (vi) reporting of all accidents;
- (vii) indemnity to Government against claims of third parties;
- (viii) the period within which the minor mineral shall be extracted and removed;
- (ix) forfeiture of property left on the land for which the quarry permit is granted after cancellation of the permit,
- (x) plugging of bore holes and filling up or fencing all excavations in the land for which the quarry permit was granted, on the expiry or cancellation of the permit.

(2) In case of breach of any of the conditions subject to which the permit is granted the Competent Authority may cancel it. On cancellation of the permit the quarried materials lying on the land from which they are extracted shall become the absolute property of the Government.

(3) A register of quarry permit shall be maintained by the Competent Authority, in **Form N**.

CHAPTER-VI

REVISION

65. Revision.- (1) Any person aggrieved by any order made by the Competent Authority may within two months of the date of the communication of such order to him, apply to the Government in Triplicate in **Form O**, for the revision of the order. The application may be entertained after the said period of two months, if the Government is satisfied that he had sufficient cause for not making the application within the stipulated period.

(2) In every application made under sub-rule (1) against the order of the Competent Authority, refusing to grant quarry lease or quarry permit or quarry *Parwana*, any person to whom such a concession was granted in respect of the same area or part thereof shall be impleaded as party.

(3) Along with the revision application under sub-rule (1), the applicant shall submit as many copies thereof as there are parties impleaded under sub rule (2).

(4)(a) On receipt of revision application and the copies thereof, the State Government shall cause to sent a copy of the application to the Competent Authority and to all the parties impleaded therein under sub-rule (2), to make their representation, if any, within one month from the date of issue of the communication. The Competent Authority and the impleaded parties while making their representation to the Government shall simultaneously endorse a copy of their representation to other parties by Registered Post A.D.

(b) All or any of representation received from any party under clause (a) shall be sent to the other parties for making such further representation as they may like within one month from the date of the receipt of the communication. The parties making further comments shall send the same to all impleaded parties by Registered Post A.D.

(5) The revision application, the communication containing representation and counter representation referred to in sub-rule (4) shall constitute the record of the case.

(6) After considering the records referred to in sub-rule (5), the Government may confirm, modify or set aside the order relating thereof as the Government may deem fit just and proper after giving a hearing to the aggrieved parties.

(7) Pending final disposal of the application for revision, the Competent Authority or as the case may be, the Government for sufficient reasons, stay the execution of the order against which appeal or revision application has been made after giving due hearing to the aggrieved parties.

66. Application fees. - Every revision application made under rule 65 shall be accompanied by the treasury *Challan* of Rupees Five hundred paid as non refundable fee for such application.

67. Powers of review by Government. - The Government may at any time of its own accord call for and examine the record or any order passed by the Competent Authority under these rules, for the purpose of satisfying itself as to the legality, propriety or merits of any order passed. If in any case, it shall appear to the Government that any order shall be modified, annulled or reversed, it may pass such orders thereon as it may deem fit. It may issue an order to stop working of excavation of minerals on the area in dispute:

Provided that before any order is passed adversely affecting a person, such person shall be given an opportunity of stating his case.

CHAPTER - VII

OFFENCES AND PROSECUTION

68. Penalty.- Except as provided under these rules, any person who in contravention of sub-rule (1) of rule 4, quarries, wins, removes or carries away any minor mineral, in respect of the lands in which the mineral vest with the Government, he shall be punishable with imprisonment for term which may extend to one year or with fine which may extend to rupees five thousand or with both and in case of continuing contravention with an additional fine which may extended to rupees five hundred for every day during which the contravention continues after conviction for the last such contravention.

CHAPTER - VIII

MISCELLANEOUS

69. Disposal of minor minerals by public auction in certain cases.- Notwithstanding anything contained in the foregoing provisions, it shall be lawful for the Competent Authority to sell by public auction or otherwise dispose of the right to remove any minor mineral or of collection of royalty thereon in such cases or class of cases and on such terms and conditions as the Government may by a general or special order direct.

70. Power of the Government to give Direction.- The grant or renewal of quarry lease, quarry permit and quarry *Parwana* under these rules shall be subject to such general instruction and directions as may be issued by the Government from time to time regarding conservation and scientific and economic development of minerals and industrial use of the Mineral in the State.

71. Prohibition to Transport Sand Beyond Border.- No movement of sand shall be allowed beyond the border of the State. In case, any vehicle is found transporting sand to the neighboring State even with authorized royalty pass or delivery *challan*, it shall be treated as violation of Act and the rules made there under and the penal provisions, except compounding, as specified therein shall be applicable.

72. Interest on delay payment.- The Government shall without prejudice to the provisions contained in these rules charge simple interest at the rate of eighteen percent per annum on any rent, royalty or other sum due to the Government under these rules or under the terms and conditions of any quarry lease or quarry *Parwana* from the date fixed by the Government or the Competent Authority or, as the case may be, the Commissioner for payment of such royalty, rent or other sum and until payment of such royalty, rent or other sum is made :

Provided that Government may relax the rate of interest in deserving cases by special order.

73. Refund. - No refund shall be admissible if an application made under these rules is withdrawn by an applicant or having been sanctioned, the applicant refuses to accept the quarry lease or *Parwana* or permit as the case may be.

74. Repeal and saving.-The Gujarat Minor Mineral Rules, 1966 are hereby repealed. Notwithstanding such repeal, anything done or any action taken, including any order made, direction given or notice issued under the Gujarat Minor Mineral Rules, 1966 shall in so far as it is not inconsistent with the provisions of these rules, be deemed to

have been done, taken, made, given or as the case may be, issued, within the corresponding provisions of these rules.

FORM- A

(See rule 6)

Application for Quarry Lease

(under rule 6 of the Gujarat Minor Mineral Concession Rules, 2010)

Received at.....(Place) at.....a.m./p.m. on the day
of..... Entered in the Register at No.....on page

Signature and designation of

Receiving Officer

From:

.....

.....

To,

.....

.....

.....

Dated the

Sir,

1. I/We submit an application for quarry lease for.....(mineral) for a term ofyears over.....hectares of land in the area specified in the Annexure hereto appended.

2. A sum of Rs.....payable as fee for the grant of such lease under rule 6 of the Gujarat Minor Mineral concession Rules 2010 has been paid in the Government Treasury at..... and the receipted *Challan* is enclosed.

3. The required particulars are given below:

Name of applicant, stating whether he or it is an individual, firm, company or society.....

(i) Nationality of the individual or place of registration or incorporation of firm, company or society.....

(ii) Profession of the applicant.....

(iii) Address of the applicant.....

(iv) Minor mineral/minerals which the applicant intends to quarry.....

- (v) Period for which the lease is required.....
- (vi) Approximate quantity of mineral expected to be raised during the first year.....
- (vii) Particulars of the areas, mineralize, within the State for which the applicant or any person jointly in interest with him.
 - (a) already holds a quarry lease.....
 - (b) has already applied for a quarry lease but not granted.....
 - (c) being applied for simultaneously.....
 - (d) nature of joint interest, if any.....
- (viii) Means by which the mineral/minerals is/are to be raised i.e. whether manual or mechanical.....
- (ix) Manner in which the mineral raised is to be utilized.
 - (a) for manufacture.....
 - (b) for sale.....
 - (c) Any other purpose.....
- (xi) Details of the plan of the area applied for to be enclosed.

(The plan should be on the relevant portion of the cadastral village map with sale and should contain natural features, landmarks or other features to enable identification of the area in the field, the nearest railway station, or any other place of importance)

- (xii) Is the area applied for in a contiguous block?
- (xiii) Has the applicant any previous experience in quarry? If yes, details should be given.....
- (xiv) Financial resources of the applicant.....
- (xv) Total investment in the operations anticipated.....
- (xvi) Particulars of the receipted treasury *Challan* for the fee.....
- (xvii) Any other particulars which the applicant wishes to furnish.

ANNEXURE

1. Name of village.
2. Details of the area applied for in each Survey Number
3. Full description of the area applied for with regard to natural features.
4. District.

I/We hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, plans etc. as may be required by you.

Yours Faithfully,

Place

Date:

Signature of applicant

N.B.- If the application is signed by an authorized agent of the applicant; the power of attorney should be attached.

FORM- B

(See rule 7)

Receipt for application for quarry lease in respect of Minor minerals*(under rule 7 of the Gujarat Minor Mineral Concession Rules, 2010)***Office of the.....**

(Serial no.....dated20..

Received an application with the enclosures listed below for a quarry lease from
Shri/Ms/M/S.....at.....a.m./p.m. on.....20..for
.....(Name of mineral) in.....hectares of land situated under revenue control
in.....Village.....Taluka.....District.....
.....

Enclosures: 1.....
2.....
3.....
4.....
5.....
6.....

Place:

Date:

Signature and designation
of the receiving officer

FORM C

(See rule 9)

Register of application for quarry leases

(under rule 9 of the Gujarat Minor Mineral Concession Rules, 2010)

Name of Applicant with full address	Time and date of receipt of application	Particulars of minerals applied for	Taluka	Name of village	Survey No./ Nos.	Area hectors	Particulars of Application fees paid	Final disposal of application	Remarks	Signature
1	2	3	4	5	6	7	8	9	10	11

FORM- D**(See rule 10(3))****Form of quarry Lease /Renewals***(under rule 10(3) of the Gujarat Minor Mineral Concession Rules, 2010)*

THIS IDENTURE made this..... day of20.....BETWEEN THE GOVERNOR OF GUJARAT.....(HEREINAFTER REFERRED TO AS THE “State Government” which expression shall where the context so admits be deemed to include this successors in office and assigns) of the one part and

(1) (Name of person)

(address and occupation)

.....

(hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include his heirs executors, administrators, representative and permitted assignees.

(2) (Name of Person)

(address and occupation)

.....

and (Name of person).....

of (address and occupation)

.....

(hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include their respective heirs, executors, administrators, representatives and their permitted assignees.)

(3) (Name of person)

.....
of (address).....

and (Name of person).....

of (address).....

and (Name of person).....

of (Address).....all carrying on business in partnership at (Address of the firm or syndicate).....under the name style of(Name of the differ or syndicate).....registered under (Act which registered.....(Hereinafter referred to as “the lessee” which expression shall when the context to admits be deemed to include all the partners of the said firm, their representatives, heirs executors, administrators and permitted assignees)

(4) (Name of Company).....a company registered under (Act under which incorporated).....and having its registered office at (address).....(hereinafter referred to as “the lessee” which expression shall where the context so admits be deemed to include its successors and permitted assignee (4) of the other part.

WHERE AS the lessee/lessees has/have applied to the Competent Authority concerned in accordance with the Gujarat Mineral Concession Rule 2010 (hereinafter referred to as the said rules) for a quarry lease /renewal for.....in respect of the lands described in part I of the Schedule hereunder written and has/have deposited with the Government the sum of Rs.....as security:

AND WHERE AS the Commissioner has communicated his approval to the grant of this lease (in case of specified minor minerals)

NOW THIS LEASEWITNESSETH that in consideration of the rents and royalties covenants and agreements by and in these presents and the schedule hereunder written reserved and contained and on the part of the lessee/lessees to be paid observed and performed the Government hereby grants and demise unto the lessee/lessees all those the quarries/mines strata/veins seems and beds of.....(here state mineral or minerals)

Hereinafter and in the schedule referred to as the said minerals situated lying and being or under the lands which are referred to in part I of the said schedule, together with a liberties, powers and privileges to be exercised or enjoyed in connection herewith which are mentioned in part II of the said Schedule subject to the restrictions and conditions as to the exercise and enjoyment of such liberties, powers and privileges EXCEPT and reserving out of this demise unto the Government the liberties, powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee/lessees from the.....day of..... for the term of.....years thane next ensuing YIELDING AND PAYING therefore into the Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified subject to the provisions contained in Part VI of the said Schedule and the lessee/lessees hereby/convents /convenient with the Government as in Part VII of the said Schedule is expressed and Government hereby covenants with the lessee/lessees as in part VII of the said Schedule is expressed AND it is hereby a mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to

PART- I

The area of this lease

All the tract of lands situated at..... (Village/town (description of area of areas)in..... (Taluka) in.....the Registration District of..... and District.....bearing S.Nos Containing an area of.....Hectares or there about delineated on the plan hereto annexed and thereon colored.....and bounded as follows.-

On the North by

On the South by

On the East by

And

On the West by

hereinafter referred to as “the said lands”

PART – II

Liberties, Powers and Privileges to be Exercised and Enjoyed by the Lessee/Lessees Subject to the Restriction and Condition in Part III

To enter upon land and search for, win, work etc.

1. Liberty and power at all times during the term hereby demised to enter upon the said lands and to search for, mine, quarry, bore, dig, drill for, win work, dress, process, convert; carry away and dispose of the said mineral/minerals.

To sink drive and make pits shifts and inclines, etc.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink, drive, make, maintain and use in the said lands any pits, shafts, inclines, drifts, levels, waterways and other works.

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said lands any engines machinery plant dressing-flowers furnaces coke ovens brick-kilns workshops store houses, bungalows, godowns sheds and other building and other works and convenience of the like nature on or under the said lands.

To make roads and ways etc. ad use existing roads and ways.

4. Liberty and power for or in connection with any of the purposes mentioned in this part to make any tramways, railways, roads and other ways in or over the said lands and to maintain and go and trespass with or without horses, cattle, wagons locomotives or other vehicles over the same (or any existing tramways, railways, roads, and other ways in or over the said lands) on such conditions as may be agreed to.

To get building and road materials etc.

5. Liberty and power for or in connection with any of the purpose mentioned in this part to quarry and get ordinary building stone and gravel and other building and road materials (except that of

specified minor mineral) and ordinary clay and to use and employ the same and to manufacture such ordinary clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials bricks or tiles on payment of royalties prescribed in the said rules.

(Bracketed portion to be deleted in case the lease is for specified minor mineral).

To use water from streams etc.

6. Liberty power for or in connection with any of the purposes mentioned in this part but subject to the rights of any existing or future lessees and with the written permission of collector or any officer authorized by the Government in that behalf to appropriate and use water from any streams, water-courses, spring or other sources in or upon the said lands and to divert step up or dam any such stream watercourse and collect or impound any such water and to make, construct and maintain any water course, culverts, drains or reservoirs but not as so to deprive any cultivated lands, villages, buildings or watering places for livestock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs. Provided that the lessee/lessees shall not interfere with the navigation in any navigable stream nor shall divert such stream without the previous written permission of the Government.

To use land for stacking heaping or depositing purposes.

7. Liberty and power to enter upon and use a sufficient part of the surface of the said lands for the purpose of staking, heaping, storing or depositing thereon any produce of the mines, quarries on works carried on and any tools, equipment, earth and materials and substances dug or raised under the liberties and powers mentioned in this part.

Beneficiation and carrying away of production.

8. Liberty power to enter upon and use a sufficient part of the said lands to beneficiate, process, dress, convert the said minerals produced from the said lands and to carry away such beneficiated/processed, dressed, converted mineral/minerals.

To clear brush-wood and to fell and utilize.

9. Liberty and power for or in connection with any of the purposes mentioned in this part to fell and use any timber or trees or brushwood now standing or which hereafter may be standing upon the reserved forest land included within the said lands, provided that not more than ----- sq. mts/bighas or such reserved forest land shall be cleared in any one year nor the same place oftener than once in every year and provided that the previous permission in writing of the Divisional Forest Officer for the time being (hereinafter referred to as the Divisional Forest Officer") is obtained which permission shall be granted by the said Divisional Forest Officer from time to time for an area not exceeding ----- hectares at a time on written application of the lessee/lessees to the effect that the lessee/lessees requires/require the additional area for bona fide and immediate extension of mining/quarry operations under this lease and provided also that the exercise of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions contained in the other part of this Schedule.

PART-III

Restrictions and conditions as to the exercise of Liberties powers and privileges in Part- II

No building etc. upon certain places.

1. No building or thing shall be erected set-up or placed and no surface operations shall be carried on in or upon any public pleasure ground, burning or burial ground or place held sacred by any class of persons or any house or village site, public road or other place which the Government may cancel mine as public ground nor in such a manner as to injure or prejudicially affect any buildings, works, property or rights of other persons and no land shall be used for surface operations which is

already occupied by persons other than the Government for works or purposes not included in this lease. The lessee shall not also interfere with any right of way, well or tank.

Permission for surface operations in a land not already in use.

2. Before using for surface operations any land which has not already been used for such operations the lessee/lessees shall give to the Competent Authority and the Collector of the District Sixty days previous notice in writing specifying the name or other designation of the situation and the extent of the land proposed to be so used, and the purpose for which the same is required and the said land shall not be so used if objection is issued by the Competent Authority or the collector of the District within one month after the receipt by him of such notice unless the objections so stated shall on reference to the Government be annulled or waived.

To cut trees in unreserved lands.

3.(a) the lessee shall not cut or injure any tree in the leased area without the previous sanction in writing of the Competent Authority.

(b) Notwithstanding anything contained in sub-clause (a), the lessee shall not cut or injure any tree in the leased area falling within reserved/protected forest without the previous permission in writing of the Divisional Forest Officer or the Officer authorized by him in this behalf.

Not to enter upon reserved forest.

4. (a) Save as provided in clause 9 of Part II of this Schedule the lessee/lessees shall not without the express sanction of the Divisional Forest Officer cut down or injure any timber or trees on the said lands but may without such sanction clear away any bush wood or under-growth which interferes with any operations authorized by these presents and notwithstanding anything in this Schedule contained shall not enter upon any reserved forest included in the said lands without seven days previous notice in writing to the Divisional Forest Officer nor without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

(b). The lessee shall pay such compensation as may be assessed by the Chief Conservator of Forests for damage caused to the land in any area of the reserved forest on account of the mining operation carried out in such area. The compensation for such damage shall be based on the value of the standing trees in such area and twenty times the sum of annual revenue derived by Government from such land immediately before the grant of lease.

No mining operation within 50 meters of Public Works etc.

5. The lessee/lessees shall not work or carry on or allow to be worked or carried on any quarry or mining operations at or to any point within a distance of 50 meters, if no blasting is involved and 200 meters, if blasting is involved from the boundary of any railway line except with the previous written permission of the Railway Administration concerned or from the boundaries of any reservoir, canal or other public works or building or inhabited site except with the previous permission of Government or any other officer authorized by the Government in this behalf and otherwise than in accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distances of 50 meters or 200 meters shall be measured in the case of railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in case of a building horizontally from the plinth thereof.

Explanation: - For the purposes of this clause the expression Railway Administration shall have the same meaning as it is defined to have in the Indian Railway Act, 1890, by section 3, sub-section

(4) of that Act, Public Road shall mean a road which has been constructed or artificially surfaced as district from a tract resulting for repeated use.

Facilities for adjoining Government licences, and leases.

6. The lessee/lessees shall allow existing and future holders of Government licences of leases over any land which is comprised in or adjoins or is reached by the land held by the lessee/lessees reasonable facilities of access thereto.

PROVIDED THAT no substantial hindrance or interference shall be caused by such holders of licences or lessees to the operations of the lessee/lessees under these present and the lessee/lessees shall be entitled to compensation as may be mutually agreed upon between the lessee/lessees and such holders and in the event of disagreement such fair compensation may be cancel mined by the Competent Authority or any other officer authorized by the Government in respect of all loss or damage sustained by the lessee/lessees by reason of or the exercise of this liberty.

7. If the said lands or part thereof are forest lands, the lessee shall take all steps to ease the slopes and restore

top soil in lands worked out, exploited or mined and it shall be open to the Government to afforest such lands even during the existence of the lease.

PART- IV

Liberties, Powers and Privileges Reserved to the Government

To work other minerals.

1. Liberty and power for the Government or any lessees or person authorized by it in that behalf to enter in to and upon the said lands to search for win, work, dip, get, raise, dress, process, convert and carry away any minerals other than the said minerals and any other substances and for those purposes to sink, drive, make, erect, construct, maintain and use such pits, shafts, inclines, drifts levels and other lines, waterways, airways, water courses, drains, reservoirs, engines, machinery, plant buildings, canals, tramways, railways, road ways and other works and conveniences as may be deemed necessary or convenient.

Provided that in the exercise of such liberty and power no substantial hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee/ lessees under these presents and that the lessees shall be entitled to such fair compensation as may be mutually agreed upon or in the event of disagreements as may be cancel mined by the Competent Authority or any other officer appointed by the Government in respect of all loss or damage sustained by the lessee/ lessees by reason or in consequence of exercise of such liberty and power.

To make railways and roads.

2. Liberty and power to the Government or Central Government to construct any road, railway or canal reservoir or to carry electric or telephone lines in or over the lands under the lease is reserved.

Provided that before such liberty or power is exercised a notice of not less than sixty days shall be given to the lessee and the area utilized by Government for any of the aforesaid purpose shall be excluded from the area under the lease and the lessee will not be entitled to claim any compensation for such exclusion.

3. Liberty and power to the Government to cancel mine, at any time by giving to the lessee six months notice in writing, the lease if the area for which the lease has been granted or any part thereof is required by the Government for any public purpose and declaration under the signature of the Commissioner that the area, or as, the case may be the part of the areas is so required shall, as between the lessee and the Government, be conclusive.

4. On the cancellation of the lease under this power the area under the lease shall be resumed by the Government and the lessee shall be paid such compensation as may be cancel mined by an officer appointed by the Government for the purpose and in assessing the amount of compensation, the officer so appointed shall be guided by the principles laid down in the Land Acquisition Act, 1984 for such assessment.

PART – V***Rent and Royalties Reserved by this lease*****To pay dead rent or royalty whichever is greater.**

1. As per rule 22 the lessee shall also pay to Govt. for every year of the lease, the yearly dead rent specified in Schedule – II, and if the lessee is permitted to work for more than one minor mineral in the same area, than lessee should pay the dead rent for both minor minerals.

Rate and mode of payment dead rent.

The lessee /lessees shall not be liable to pay in respect of any yearly period both the dead rent reserved by Clause 2 of this part and also the sum of the royalties reserved by Clause 3 of this part, but shall pay only whichever of the said sums is greater

2. Subject to the provision of Clause 1 of this part, as from the day of during the subsistence of this lease the lessee/lessees shall pay to the Government annual dead rent at the rate mentioned in second schedule of the said rules per mineral.

Rate and mode of Payment of royalty

3. Subject to the provisions of clause 1 of this part, the lessee/lessees shall, during the subsistence of this lease, pay to Government at such times and in such manner as the Government may prescribe royalty in respect of any minor minerals removed by him/them from the leased area at the rates for the time being in force under Schedule I to the Gujarat Minor Minerals Concession Rules, 2008.

Payment of surface rent

4. The lessee shall pay rent to the Government for all parts of the surface area leased to him for the purpose of quarry, surface rent at the rate prescribed by Government from time to time.

PART VI***Provisions relating to the rents and royalties*****Rent and Royalties to be free from deductions etc.**

1. The rent and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the Government at District/Sub-Treasury at ----- and in such manner as the Competent Authority may prescribe.

Mode of computing of royalty

2. For the purpose of computing the said royalties the lessee/lessees shall keep a correct account of the mineral/minerals actually produced from the quarries/mines/lands and dispatched from the quarry in the form prescribed by Government and the number of persons employed therein and also complete plans of quarry and shall furnish to the Commissioner such information, report and returns as he may require from time to time together with representative samples of minerals and processed materials from the same obtained during the operations. The accounts as well as the quantity (in volume or in weight as the case may be) of the mineral/minerals in stock or in the process of dispatch from the quarry may be checked by any Officer authorized by the Government and or by the Competent Authority/ Commissioner.

Course of action if rents and royalties are not paid in time.

3. Should the royalty or rent both reserved and made payable by the lessee be not paid within thirty days next after the date fixed in the lease for the payment of the same the Competent Authority or an officer authorized by him or an officer authorized by the Commissioner or the Government may enter upon the premises and distrain all or any of the mineral or beneficiated /processed/dressed products or moveable property there and may order the sale of the property so distrained or of so much of it as will suffice for the satisfaction of the rent and/or royalties due and all costs and expenses occasioned by the non payment thereof.

4. Any rent, royalty, tax, fees, penalty or other sum due to Government under the said Rules or under this lease shall together with simple interest due thereon at the rate of 18% (eighteen) per annum shall be recovered as arrears of land revenue on the basis of certificate issued by the Competent Authority.

5. The lessee shall issue passes in triplicate for removal of the minor minerals from the leased area as may be prescribed by the Government/Commissioner or the Competent Authority. He should also direct the purchaser or the driver of the vehicle to deliver one copy of the pass to the *naka* clerk, or office of Royalty inspector or mines supervisors.

PART- VII

The Covenants of the lessee/lessee

Lessees to pay rents, royalties, taxes, etc.

1. The lessee/lessees shall pay the rents and royalties received by this lease at such times and in the manners provided in PARTS V & VI of these presents and shall also pay and discharge all taxes, cesses, rates, assessment and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed by the Competent Authority of the Government upon or in respect of the premises and works of the lessee/lessees in common with other premises and works of a like nature except demands for land revenues (Here insert the rates/amounts in lump sum per year, etc. of taxes, cesses etc. leviable in this lease for the time being in force -----)

To maintain and keep boundary marks good order.

2. The lessee/lessees shall at his own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in the plan annexed to this lease. Such marks and pillars marks shall be sufficient clear of the shrubs and other obstructions as to allow easy identification.

3. If the lessee is found to have encroached in the area not included in the lease, the Commissioner or the Competent Authority or officer authorized by him may issue a notice to vacate the area immediately and the lessee shall vacate the area and stop the excavation in that area immediately.

To commence operations within 90 days and work in a workmap like manner.

4. Unless the Competent Authority for good cause permits otherwise, the lessee/lessees shall commence operations within 90 days from the date of execution of the lease and shall thereafter at all time during the continuance of this lease search for, win, work and develop the said minerals without voluntary intermission in a proper skilful and workmanlike manner without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops, buildings, structures or other property thereon. The lessee shall prevent waste by removal of overburden, careful storage of waste, drainage and removal of all valuable minor minerals. For the purpose of this clause quarry operation shall include the erection of machinery, lying of a tramway or construction of a road in connection with the quarry.

To indemnify Government against any claims.

5. The lessee/lessees shall make and pay such reasonable compensation as may be assessed by lawful Competent Authority in accordance with the law in force on the subject for all damage, injury or disturbance which may be done by him in exercise of the powers granted by this lease and shall indemnify and keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith.

To secure and keep in good condition pits, shafts.

6. The lessee/lessees shall during subsistence of this lease well and sufficiently secure and keep open with timber or other durable means all pits, shafts and workings that may be made or used in the said lands and make and maintain sufficient fences to the satisfaction of the Government round every such pit shaft or working whether the same is abandoned or not and shall during the same period keep all workings in the said lands, except such as may be abandoned, accessible free from water and foul air as far as possible. The lessee/lessees shall also take adequate steps to ensure that.-

(a) heights and widths or trenches in open quarries are properly maintained to facilitate easy removal of the mineral and muck.

(b) the working faces are always kept clean, and

(c) the minerals and or beneficiated, processed, dressed products there from won are stacked in suitable dimensions and each such stack is numbered or marked in a manner prescribed by the Competent Authority.

(d) the proper sanitation of the area leased to him in maintained.

To strengthen and support the quarry to necessary extent.

7. The lessee/lessees shall strengthen and support to the satisfaction of the Railway Administration concerned or the Government or any other Competent Authority controlling the provisions of any law for the time being in force relating to the working of quarries and matters affecting safety, health and labour matters, as the case may be any part of the quarry which in its opinion requires such strengthening or support for the safety or any railway, reservoirs, canal, road and other public work or structures.

8. (1) The lessee/lessees shall submit from time to time or when required, progress reports to the Competent Authority along with analysis and representative samples of the mineral collected during the quarry operations as also the periodical returns prescribed in the said Rules or in the manner prescribed by him from time to time.

(2) The lessee/lessees shall submit to the Commissioner the Competent Authority and any other officer as may be specified by the Commissioner in this behalf, an annual return in Form G appended to the rules, for each financial year ending 31st March, before the 30th April of the succeeding year.

To allow Inspection of working.

9. The lessee/lessees shall allow any officer authorized by the Central Government or the Government or the Competent Authority or the Commissioner under the said rules in that behalf to enter upon the premises including any building excavation or land comprised in the lease for the purpose of inspecting, examining, surveying and making plants thereof sampling and collecting any data and the lessee/lessees shall with proper person employed by the lessees/lessees and acquainted with the mine/quarry and works effectively assist such officers agents, servants and workmen in conducting every such inspection and shall afford them all facilities information connected with the working of the quarry which they may reasonably require. Such Officer may issue such reasonable directions as he may deem fit to prevent wasteful extraction of minerals and it shall be the duty of the lessee/lessees his/their agent/manager to carry out such directions within such period as the officer may specify. If the lessee/lessees, his/their agent or manager fails to carry out such directions within the specified period, the Competent Authority may cancel the lease or may impose a penalty not exceeding twice the amount of the annual dead rent.

To report accidents.

10. The lessee/lessees shall report all accidents to the Commissioner of Geology & Mining, *Competent Officer the District Magistrate and the District Superintendent of Police concerned. IN case of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this lease the lessee shall send a complete report without any delay of such an accident to the said officers.

To report discovery of other minerals.

11. Whenever the lessee/lessees shall find in the said lands any mineral other than the said mineral/minerals the lessee/lessees shall immediately report such discovery in writing to the Competent Authority and to the Commissioner with full particulars of the nature and position of each such find.

To keep record and accounts regarding production and employees etc.

12. The lessee/lessees shall at all times during the said term keep or cause to be kept at an office to be situated upon or near the said lands correct and intelligible books of accounts which shall contain accurate entries showing from time to time :-

- (1) Quantity and quality of the said mineral minerals, realized from the said lands .
- (2) Quantity of the various qualities of the said mineral/minerals beneficiated processed or converted;
- (3) Quantities of the various qualities of the said mineral/minerals sold and disposed of separately and the manner and purpose of such sale and disposal;
- (4) The prices and all other particulars of all sales of the said mineral/minerals;
- (5) The number of persons employed in the mines or works or upon the said lands specifying nationality; qualifications and pay of the technical personnel;
- (6) Such other facts, particulars and circumstances as the Competent Authority or the Commissioner may from time to time require and shall also furnish free of charge to such officers and at such times they may prescribe true and correct abstract of all or any such books of accounts and shall at all reasonable times allow such officers or any other officer as the Government shall in that behalf appoint, to enter into and have free access to, for the purpose of examining and inspecting the said books of accounts and to make copies thereof and make extracts there from.

To maintain plans, etc..

13. The lessee/lessees shall at all times during the said term maintain at the mine/quarry office correct intelligible up-to-date and complete plans and sections of the mines/quarries in the said lands. They shall show all the operations and working and all the trenches, pits and drillings made by him/them in the course of operations carried on by him/them in the course of operations carried on by him/them under the lease, faults and other disturbances encountered and geological data (and all such plans and sections shall be emended and filled up) from actual survey to be made for that purpose at the end of twelve months or any period specified from time to time and the lessee/lessees shall furnish free of charge to the Government and to the Commissioner true and correct copies of such plans and sections whenever these are required. Accurate records of all trenches, pits and drilling shall show.-

- (a) The subsoil and strata through which they pass.
- (b) Any other minerals encountered.
- (c) Any other matter of interest and all data required by the Government, the Competent Authority and or the Commissioner from time to time.

The lessee/lessees shall also any officer authorized by the Central or the Government or the Competent Authority or the Commissioner to inspect the same at all reasonable times.

To abide the provisions of the law in force in respect of labour welfare and safety measures,

14. The lessee/lessees shall be bound by the provisions of any laws for the time being in force relating to the working of the quarries (mines and minerals) and matters affecting safety, health and convenience of the lessee's/lessees employees of the public.

15. The lessee/lessees shall respect all existing rights of way, water and other basement and shall carry on mining/quarry or other operations under the said lease in any way other than prescribed under these rules.

To provide weighing machines.

16. The lessee/lessees shall provide and at all time/keep at or near the pit head or each of the pit head at which the said minerals shall be brought to bank on a properly constructed and efficient weighing machine and shall weigh or cause to be weighted thereon all the said minerals from time to time brought to bank, sold, exported and converted and also the converted products and shall at the close of each day cause the total weights, ascertained by such means of the said minerals, ores products raised, sold, exported and converted during the previous twenty four hours to be entered in the aforesaid books of accounts. The lessee/lessees shall permit the Government at all times during the said term to employ any persons to present at the weighing of the said minerals as aforesaid to keep accounts thereof and to check the accounts kept by the lessee/lessees. The lessee/lessees shall give four days previous notice in writing to the Competent Authority as defined under the said rules of every such measuring or weighing at he or some officer on his behalf may be present thereof:

Provided the Competent Authority may waive this clause in cases were royalty is payable other wise than by weight.

To allow test of weighing machines.

17. The lessee/lessees shall allow any person or persons appointed in that behalf by the Government at any time to time during the said term to examine and test, every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair of order to the Government may require that the same be adjust, repaired and put in order by and at the expense of the lessee/lessees and if such requisition be not complied with within fourteen days after the same shall have been made, the Government may cause such weighing machine or weights to be adjusted, repaired and put in order and the expense of so doing shall be paid by the lessee/lessees to the Government on demand if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

Government indemnified from paying Compensation injury to third parties.

18. The lessee/lessees shall make and pay reasonable satisfaction and compensation for all damage injury or disturbance of person or property which may be done by or on the part of the lessee/lessees in exercise of the liberties and power granted by these presents and shall at all times save harmless and kept indemnified the Government from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage injury or disturbance.

Not to obstruct working of other minerals.

19. The lessee/lessees will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working within the said lands of any minerals not included in this lease and shall at all times afford to the Central and Governments and to the holders of quarry leases quarry permits and prospecting licenses or mining lease, in respect of any such minerals or any minerals within any lands as the case may be reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same provided that the lessee/lessees shall receive reasonable compensation for any damage or injury which he may sustain by reason or in consequence of the use of such passage by such lessees or holders of prospecting licenses.

Liberty to assign or transfer right

20. The lessee/lessees may assign this lease or transfer any rights, title or interest there under to any person with the previous written sanction of the Commissioner as provided in rule 20 of the said rules on payment of a fee of rupees equal to the single dead rent amount chargeable per year for first time transfer of quarry lease and 2nd or more transfer double the amount of yearly dead rent or 12 1/2 percent of the monetary consideration for transfer which ever is higher.

The lessee/lessees shall not allow this lease or any right title or interest hereunder to be attached or sold in compliance with any decree or order of a Court or Revenue Officer; provided also the assignment or transfer as aforesaid the instrument thereof shall be registered within three calendar months from the date of its completion.

21. (1) **Transfer of Quarry lease.** - The lessee shall not without the consent in writing of the Commissioner.

(a) assign, subject or mortgage or in any other manner transfer the quarry lease, or any right title or interest therein, or

(b) enter into or make any arrangement contract or understanding whereby the lessee/lessees will or may be directly indirectly financed to a substantial extent by, or under which the lessee's operations or under taking will or may be substantially controlled by any person or body of persons other than the lessees.

(2) The Commissioner may by order in writing, cancel the lease at any time, if the lessee/lessees has/have in the opinion of Commissioner committed a breach of any of the provisions contained in this clause, or has/have transferred the lease or any right, title or interest therein otherwise than in accordance with clause 19;

Provided that no such order shall be made without giving the lessee/lessees a reasonable opportunity of stating his/their case.

22. - **Not to be financed or controlled by a Trust, Corporation Firm or person.** - the lease shall not be controlled and the lessee/lessees shall not allow themselves to be controlled by any trust, syndicate, corporation, Firm or person except with the written consent of the Government. The lessee/lessees shall not enter into or make any arrangement, compact or understanding where by the lessee/lessees will or may be directly or indirectly financed by or under which the lessee's/lessee' operations or undertakings will or may be carried on directly or indirectly by or, may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust, Syndicate Corporation, Firm or person unless with the written sanction given prior to such arrangement, compact or understanding being entered into or made, of the Government and any or every such arrangement compact, or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made shall always be subject to an express condition binding upon the other party or parties thereof that it shall be terminable if so required in writing by the Government and shall in their event of any such requisition being made be forthwith thereafter cancel mined by the lessee/lessees accordingly.

Lessee shall deposit an additional amount necessary other than security deposit.

23. Whenever the security deposit as provided in rule 19 of the said rules or any part thereof any further sum hereafter deposited with the Government in replenishment thereof shall be forfeited of applied by the Competent Authority pursuant to the power hereinafter declared in that behalf the lease/lessees shall deposit with the Government such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the Government up to the sum equal to the full security deposit amount.

Delivery of working in good order to Government after cancel mination of lease

24. The lessee/lessees shall at the expiration or sooner cancel mination of the said term or any renewal thereof deliver upto the Government all mines, pits, shafts, inclines, drifts, levels, waterways and other works now existing or hereafter to be sunk or made on or under the said lands except such as have been abandoned with the sanction of the Competent Authority and/ or the Commissioner and in an ordinary and fair course of working all engines, machinery, plant, buildings, structures, other works and conveniences which at the commencement of the term were upon or under the said lands and all such machinery set up by the lessee/lessees below ground which cannot be removed without causing injury to the mines quarries or works under the said lands (except such of the same as may with the sanction of the Competent Authority /the Commissioner Government have come to be treated as disused)and all buildings and structures of bricks or stone erected by the lessee/lessees above ground level in good repair order and condition and fit in all respects for further working of the said mines and the said minerals.

Right of Preemption

25. (a) The Government shall from time to time and all times during the said term have the right (to be exercised by notice in writing to the lessees/lessees) of per-emption of the said minerals (and all products thereof) in or upon the said lands hereby demised or elsewhere under the control of the lessee/lessees and the lessee/lessees shall with all possible expedition deliver all minerals or products of minerals purchased by the Government under the power conferred by this provisions in the quantities at the times in the manner and at the place specified in the notice exercising the said right.

(b) Should the right to pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Government be cancel mined or demurrage at the port of loading the lessee/lessees shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Government shall be satisfied that the delay is due to causes beyond the control of the lessee/lessees.

(c) The price to be paid for all minerals or products of minerals taken in pre-emption by the Government in exercise of the right hereby conferred shall be the fair market price prevailing at the time of pre-emption PROVIDED THAT in order to assist in arriving at the said fair market price the lessee/lessees shall if so required furnish to the Government for the confidential information of the Government particulars of the quantities, descriptions and prices of the said minerals or products sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Government original or authenticated copies of contracts and charter parties entered into for the sale of freightage of such minerals or products.

(d) In the event of the existence of State of War or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the Government with the consent of the Central Government shall from time to time and all times during the said term have the right to be exercised by a notice in writing (to the lessee/lessees) forthwith take possession and control of the works, plant, machinery and premises of the lessee/lessees on or in connection with the said lands or operations under this lease and during such possession or control the lessee/lessees shall conform and obey all directions given by or on

behalf of the Central or Government regarding the use of employment of such works, plants, premises and minerals. PROVIDED THAT fair compensation which shall be cancel mined in default or agreement by the Government shall be paid to the lessee/lessees for loss or damage sustained by him/them by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that exercise of such powers shall not cancel mine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

Not to light fire in Forest

26. The lessee/lessees shall not light any fire upon the said lands if lying within the reserved forest areas except under such conditions as the Divisional Forest Officers may in writing specify and the lessee/lessees and his their workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee/lessees shall be liable for all damage resulting from the fire caused by the act of or omission of lessee/lessees or/their employees and shall pay such compensation for the said damage as may be assessed by the Divisional Forest Officer. The decision of the Divisional Forest Officer as to the amount of compensation payable by the lessee/lessees shall be final and binding on the lessee/lessees.

No right over produce other than minerals ore/s mentioned in the lease.

27. (a) The lessee/lessees shall not remove any other produce except the minor mineral mentioned in the lease. The lessee/lessees shall without delay report to the Competent Authority and the Commissioner the discovery in the areas, comprised in his/their lease of any mineral/s not specified in the lease.

(b) If any mineral/s not specified in the lease is/are discovered in the leased in the leased area, he/they shall not win and dispose of such mineral/s without obtaining a lease/leases therefore. If he fails/they fail to apply for such lease/leases within three months from the discovery of the said mineral/minerals the Competent Authority may grant a lease/leases in respect of such mineral/minerals to any other person/persons.

(c) Without the prior permission of the Commissioner the lessee shall not use the minor minerals quarried under these rules for a purpose, which will classify them as major minerals.

28. The lessee/lessees shall make available to the Government of India beryl or any other 'Substance prescribed' under section 3 of the Atomic Energy Act (Act XXIX of 1948) if they are found to occur in the said lands.

29. The Government shall be immune from the lessee's/lessees' claims for damage on account of any land having been included in his lease which may subsequently be discovered not to have been available for the lease.

30. The lessee/lessees or his/their transferees or assignees shall not effect any building in contravention of the provisions of any law for the time being in force relating to the erection of building or in contravention of any orders issued by any officer under any such law within whose jurisdiction the leased area is situated.

31. The lessee/lessees shall abide by such reasonable instructions and directions as may be issued by the Commissioner from time to time regarding conservation and development of minor minerals.

PART - VIII

The Covenants of the Government

Lessee may hold and enjoy rights quietly

1. The lessee/lessees paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee/lessees to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any unlawful interruption from or by the Government or any person rightfully claiming under it:

Provided further that in case the renewal application is not finalized within the aforesaid period the lease shall be deemed to have been extended for a further period till final order of renewal of lease is passed by the Competent Authority.

Acquisition of lands of third parties and compensation thereof

2. If in accordance with the provision of Clause 4 of Part VII of this Schedule the lessee/ lessees shall offer to pay to an occupier of the surface or any part of the said lands compensation for any damage or injury which may arise from the proposed operations of the lessee/lessees and the said occupier shall refuse his consent to the exercise of the right and power reserved to the Government and demised to the lessee/ lessees by these presents and the lessee/ lessees shall report the matter to the Government and shall deposit with it the amount offered as compensation and if the Government are satisfied that the amount of compensation offered is fair and reasonable or if it is not so satisfied and the lessee shall have deposited with it such further amount as the Government shall consider fair and reasonable the Government shall order the occupier to allow the lessee/ lessees to enter the land and to carry out such operation as may be necessary for the purpose of this lease. In assessing the amount of such compensation the Government shall be guided by the principles of the Land Acquisition Act.

To renew

3. If the lessee/ lessees be desirous of taking a renewed lease of the premises hereby demised or of any part or parts of them for a further term from the expiry of the term hereby granted and if he/ they give the Competent Authority an application in writing 180 days before the expiry of the lease as prescribed in the said rules, and shall pay the rents and royalties hereby reserved and shall observe and perform the several covenants and agreements herein contained and on the part of the lessee/ lessees to be observed and performed upto the expiration of the term hereby granted the Competent Authority will upon the request and at the expense of the lessee/ lessees and upon his/ their executing and delivering to the Government if required a counterpart thereof execute and deliver to the lessee/ lessees a renewal lease of the said premises for the further term as provided in these rules at such rents and royalties and on such terms and subject to such covenants and agreements including this present covenants to renew as shall be in accordance with the Rules applicable to ----- (name of minerals on the day next following the expiration of the term hereby granted).

Surrender of lease

4. The lessee may surrender his lease forth with if he has cleared his legitimate dues and submitted his application in prescribed format as provided in Form M.

After receiving surrender application from leaseholder in prescribed form concerned Geologist has to submit his opinion within 45 days, to the Competent Authority and the Competent Authority shall take decision within 45 days after receiving the opinion of the concerned Geologist if decision is not taken in prescribed time limit the dead rent should be stopped.

Dead rent should stop, once the Geologist gives opinion to the Competent Authority within 45 days that the land can be surrendered or in 90 days whichever is earlier.

Refund of security deposit

5. The security deposit is not refunded to the lease holder within the period mentioned in the lease deed, the Government shall pay simple interest at the rate of Saving A/c Bank rate of Nationalized Bank from the date of expiry, of the period mentioned in the lease deed.

PART- IX***General Provisions*****Obstruction to inspection:**

1. In case of breach of any of the conditions of the lease other than mentioned in Clauses 2 and 3 of this part, then the Competent Authority may require the lessee/lessees or his/their transferees or assignees to pay penalty not exceeding twice the amount of annual rent dead rent.
2. In case of lessee/lessees or his/their transferees or assignee does/do not allow or obstruct entry or inspection, by the officer authorized by the Government, the Competent Authority may cancel the lease and forfeit the whole or part of the deposit made under Rules 19 of the said Rules.

Lessee/assignee commit if any breach of conditions:

3. In case the lessee/lessees or his/their transferees or assignee commit any breach of the conditions specified in chapter III of the said rules then and in any such case the Competent Authority shall give notice in writing to the lessee/lessees his/their or transferees or assignees as the case may be asking him/them to remedy the breach within 60 days from the date of the notice and if the breach is not remedied within such period the Competent Authority under the said rules may cancel the lease provided that nothing herein contained shall debar the Government from enforcing any other right or remedy that the Government may have against the lessee/lessees or his/their transferees or assignees under any other provisions herein contained.

To lay penalty in case of breach

4. In case of breaches of the covenants and agreements by the lessee/lessees on which the aforesaid notice has been given the Competent Authority under the said rules in lieu of giving notice may impose such penalty not exceeding Rs.1000.
5. If the lessee/lessees ceases/cease to work the quarry for a continuous period of 6 months the lease shall be liable to cancellation:

Provided that the lease shall not be cancelled if the lessee/lessees is/ are prevented from working the quarry owing to some reasonable cause or if the lessee/lessees ceases/cease to work with the prior permission of the Competent Authority.

Interpretation his lease.

6. If there is any dispute regarding their lease or any other matter or thing construction of a term or condition in this lease or anything connected with the quarries or minor minerals specified in this lease or the working or non-working of the quarry operated under this lease, the amount of payment of royalty or dead rent or its mode of payment to the Competent Authority, it shall be referred to the Government whose decision shall be final and binding on the lessee.

Saving cause.

7. Nothing contained in this lease shall be deemed to affect the provisions of Rules 67, 68, 69 and 70 of the Gujarat Land Revenue Rules, 1972 or any rules corresponding thereto.

Failure to fulfil the terms of lease due to "force majeure".

8. Failure on the part of the lessee/lessees to fulfill any of the terms and conditions of this lease shall not give the Government any claim against the lessee/lessees or be deemed a breach of this lease, in so far as such failure is considered by the Government to arise from force majeure and if through force majeure the fulfillment by the lessee/lessees of any of the terms and conditions of this lease be delayed, the period such delay shall be added to the period fixed by this lease. In this clause the expression force majeure means act of God, war, insurrection, riot civil commotion, strike, earthquake, tide storm, tidal wave, flood lightening, explosion fire, and any other happening which the lessee/lessees could not reasonably prevent or control.

Lessee to move his Properties on the expiry of lease.

9. The lessee/lessees having first paid and discharged the rent and royalties payable by virtue of these presents may at the expiration of sooner cancellation of the said term or within six calendar months thereafter (unless the lease shall be cancelled under Clauses 1 and 2 of this Part and in that case at any time not less than three calendar months nor more than six calendar month after such cancellation) take down and remove for his own benefit all or any engines, machinery, plant, buildings, structures, tramways-railways and other work, erections and conveniences the lessee/lessees in or upon the said lands and which the lessee/lessees is/are not bound to deliver to the Government under clause 21 of Part VII of this Schedule and which the Government shall not desire to purchase.

Forfeiture of property left more than six months after cancellation of lease.

10. If at the end of six calendar months after the expiration or sooner cancellation of the said term or after the date from which any surrender by the lessee/lessees of parts or parts of the said lands under the provisions contained in Clause 4 of VIII of this Schedule become effective there shall remain in or upon the said land or the surrendered part or parts thereof as the case may be any engines, machinery, plant, building, structures, tramways, railways, and other work erections and conveniences or other property which are not required by the lessee/lessees in connection with his / their operations in these parts of the said lands which he/ they/ has have not surrendered or in any other lands hold by him/ them/ under prospecting licence or mining lease the same shall if not removed by the lessee/lessees within one calendar month after notice in writing requiring their removal has been given to the lessee/lessees by the Government be deemed to become the property of the Government and may be sold or disposed of in such manner as the Government shall deem fit without liability to pay any compensation or to account to the lessee/lessees in respect thereof.

Services of notices.

11. Every notice by these presents required to be given to the lessee/lessees shall be given in writing to such person resident on the said lands as the lessee/lessees may appoint for the purpose of receiving such notice and if there shall have been no such appointment then every such notice shall be sent to the lessee/lessees by registered post addressed to the lessee/lessees at the address recorded in this lease or at such other address in India as the lessee/lessees may from time to time in writing to the Government designate for the receipt of notice and every such service shall be deemed to be proper and valid service upon the lessee/lessees and shall not be questioned or challenged by him.

12. This quarry lease shall be subject to the Gujarat Minor Mineral Concession Rules-2010 as amended from time to time.

IN WITNESS WHEREOF these presents have been executed in the manner hereunder appearing the day and year first above written.

Signed by for and on behalf of the Governor of Gujarat in presence of

1

2

Signed by for and behalf of in the presence of

1

2

FORM- E

(See rule 11)

Register of Quarry Leases*(under rule 11 of the Gujarat Minor Mineral Concession Rules, 2010)*

S. No	Name and address of the lessee	Date of application	No. and date of the order granting the lease	Date of execution of the lease	Period of lease	Mineral Minerals	S.No S.Nos
1	2	3	4	5	6	7	8
Village	Taluka	Area in hectares	Rate of surface rent	Rate of dead rent	Rate of Royalty	Details of security deposit paid	Date of commencement of quarry operation
9	10	11	12	13	14	15	16
Date of expiry of lease	Date of renewal application	Whether renewed	Period of renewal	Rate of dead rent on renewal	Rate of surface rent on renewal	Rate of royalty on renewal	Date of assignment or transfer of lease, if any, and particulars of the person to whom transferred or assigned
17	18	19	20	21	22	23	24
Remarks	Signature of officer						

FORM- F**[See rule 17 (4)]****Application for Renewal of Quarry lease***(under rule 17(4) of the Gujarat Minor Mineral Concession Rules, 2010)*

Received at (Place):

on (date):

Initials of receiving Officer:

From:

To

The Collector,

District.....

Sir,

1. I/We submit an application for the renewal of the quarry lease under the Gujarat Minor Mineral Concession Rules, 2010.

2. A sum of Rs.....payable as fee for renewal of the lease under rule 18 (4) has been paid in the Government Treasury at.....and the receipted *Challan* is enclosed

3. The required particulars are given below:

(i) Name and address of the applicant stating whether he or it is an individual, firm company or society.....

(ii) Mineral/Mineral for which the renewal is applied.....

(iii) Particulars of the original quarry leas.-

(a) Village.....

(b) S.No/Nos.....

(c) Area in each S.No.....

(d) Mineral/Minerals.....

(e) No. and date of the order granting the leases.....

(f) Rate of dead rent fixed.....

(g) Period for which the lease was granted.....

(h) Date of expiry of the lease.....

4. Details about the area in regard to which renewal is applied for.-

(i) Whether the area applied for is the whole or a part of the lease hold.....

(ii) In case it is for a part of the lease hold.....

(a) The area applied for.....

(b) Description of the area.....

(c) Whether a map is enclosed.....

5. Means by which the mineral/minerals is/are to be raised. (Manual or mechanical).....

6. Investment in the quarry operation (give details).....

7. Period for which the renewal is applied for.....

8. Manner in which the minerals is /are to be utilized.....

(a) for manufacture.....

(b) for sale.....

(c) for any other purpose

9. Details of output during the last three years and quantity expected to be raised during the next three years.

10. Have all dues on the existing quarry lease been paid to Government?

11. Any other particulars which the applicant wishes to furnish.

I/We hereby declare that the particulars furnished above are correct, and I/We am /are ready to furnish any other details, plans etc. may be required by you.

Yours Faithfully
Signature of applicant

Place :

Date :

N. B. If the applicant on is signed by an authorized agent of the applicant, the power of attorney should be attached.

FORM- G

(See rule 18)

Lease Surrender Application For Minor Mineral*(under rule 18(a) of the Gujarat Minor Mineral Concession Rules, 2010)*

1. Name of Lease Holder
2. Name of applicant and designation
3. Address of lease holder
4. Order No. of lease
5. Period of lease
6. Total area of lease
7. Area for surrender

Details of area to be surrendered with map and measurement:

District	Taluka	Village	Survey No.	Area(hects.)

8. Details of payment of Royalty/Dead rent of lease area to be surrendered
9. Details of payment of dead rent/royalty for the last month in which surrender application was made (attach copy of Challan)
10. Other necessary details

.....

(Signature of applicant)

Declaration

I/We, the under signed hereby declare that I/We intend to surrender the possession of lease area to the Competent Authority, as per Para No-7 of this application

.....

(Signature of applicant)

Date :

Place :

N.B. The lessee may surrender his lease forth with if he has cleared his legitimates dues and submitted his application in prescribed format as provided in Form G.

After receiving surrender application from leaseholder in prescribed form concerned Geologist has to submit his opinion within 45 days.

Dead rent should stop once the geologist gives opinion to the Competent Authority within 45 days that the land can be surrendered or in 90 days which ever is earlier.

FORM- H

[See rule 20 (1)(c)]

TRANSFER DEED AGREEMENT*(under rule 20(1(c)) of the Gujarat Minor Mineral Concession Rules, 2010)*

This indenture made this day the.....between Government of Gujarat herein after referred to as the Government which procession shall where the context so admitted demand in include his successors in office and assignees on one part and Shri.....(hereinafter referred in transferees which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives, and permitted assignees on other part.

Whereas a quarry lease was granted to

Shri.....

for.....to be used as building and construction purpose and to be quarried from survey no.....Area.....Aacre/Hectares of village.....Taluka.....District -----

----- in accordance with the G.M.M.C.R. 2010 or the rules existing the then and as per the lease deed agreement executed between the Government and the lessee on dated.....and,

Whereas

Shri.....

(herein after referred to as the lessee which expression shall include where the context so admits by deemed to include his heirs, executors, administrators, representatives, and their permitted assigners) expressed desire to transfer the said quarry lease in favor of the transferee and,

Whereas with prior sanction of the Commissioner ate of Geology & mining, Gujarat State, the lessee has transferred his lease to the transferee referred to above and,

Whereas the Commissioner ate of Geology & Mining has ordered that the transferee shall enter in to agreement with Government that after transfer he shall be bound by all the provisions in the lease in the same way as if the lease was originally granted to him etc. He shall be bound by amendments of the Gujarat Minor Mineral Concession Rules, 2010.

Now therefore, this indenture witness that the transferee agrees to be bound by all the provisions in original said lease executed by the lessee on dated..... Further he agree that he shall responsible for payment of all government dues which may have remained unpaid by the lessee in respect of the lease referred to above.

In witness where of these presents have been executed the manner hereunder appearing the day and year first above written.

Signed by

For and on behalf of the Government of Gujarat in presence of

(1)

(2)

Signed by transfer

for and on behalf of in presence of

(1)

(2)

Signed by transferee for and on behalf of in presence of

(1)

(2)

FORM- I

[See rule 34 (ii)]

Annual Return for the year ending 31st March 20....*(under rule 34(ii) of the Gujarat Minor Mineral Concession Rules, 2010)*

To

(1) The Commissioner of Geology & Mining

Govt. of Gujarat, Gandhinagar

(2) The district Geologist

Office of the Commissioner Geology and Mining,

Dist.

PART- I

(Mineral.....)

1. Name and address of the lessee.....
2. Location of the quarry.....
 - (a) Village :
 - (b) Survey No./Nos ;
 - (c) Taluka :
 - (d) District :
 - (e) Railway station for
dispatches
 - (f) Distance from quarry to:
railway station
 - (g) Transport charges from quarry to railway station (Rs. per tone):
 - (h) Mode of transport from quarry to the Railway station:
3. Total Area of the lease:
4. Details of the grant of the lease:
5. Lease expires on:
6. No. of days worked during the year:
7. No. of shifts per day:
8. Output per man shift:

9 Average number of persons employed daily.

	Males	Females	Adolescents	Total
Quarry, sorting,				
Grading and				
Crushing				
Transport				

10. Average daily wages paid to the labor:

- (i) Male
- (ii) Female:
- (iii) Adolescent

11. Details of accidents during the year, if any:

12. Please briefly mention any factors such as demand price charges, strikes, etc. which in your opinion have affected the quarry operations:

PART - II

13. Stocks of mineral at the beginning of the year.

-----At Quarry At
 Railway station At any other place (to be specified)

A

- (a) Crude
- (b) Processed

Grant total.-

14. (a) Quantity quarried during the year

- (b) Crude
- (c) Processed
- (d) Total:

(b) Total production from the quarry lease area so far:

- (a) Crude
- (b) Processed
- (c) Total:

15. Stocks at the end of the year:

At quarry At Railway station At any other place (to be specified)

Crude

Processed

Total;

16. Cost of production per ton:

17. (a) Total surface rent paid during

the year and details of payment.....

(b) Total Dead rent paid during

the year and details of payment.....

(c) Total royalty paid and details

of payment.....

I/We hereby certify that the above particulars are true and that I/We am/are willing produce all documents in support thereof, if desired.

Signature:

Designation:

Name & Address of lessee.....

Date :

place :

FORM - J

[See rule 2(i)]

Monthly return for the month of _____

(under rule 34 of the Gujarat Minor Mineral Concession Rules, 2010)

(To be submitted before the 8th of month following the month of report)

To,

The District Geologist

Office of the Commissioner Geology and Mining,

Dist.

1. Name of lessee.....
2. No. and date of order granting.....
3. Location of the quarry.-
Village Taluka District.....
4. Rent and royalties paid during the months:
(i)Rent paid Rs.....for the period
(ii) Royalty paid.....Rs.....and date of payment.....
5. Average daily number of laborers employed and wages paid

No.	Wages paid per head.
Male.....	
Female.....	
Adolescent.....	

Mineral	Production	Previous	dispatches from	closing	Remark
(1)	(2)	(3)	(4)	(5)	(6)

during stock the lesssed area stock at
the month at the stock of..... the end
quarry

*By Rail By others means total despatches of the

											months
Quantity	Value	Quantity	Value	Quantity	Value						
1	2	3	4	5	6	7	8	9	10	11	
Crude (as quarried)/											
Processed											

*Please indicate the means of transport

signature of the
lessee/lessees

FORM- J
CONTINUED

Details of despatches during the Month

Date	Name of consignee	Crude processed	Means of Transport				Sale Price	Remarks
			<u>R. No</u>	Vehicle No.	Quantity	Destination		
1	2	3	4	5	6	7	8	9

Signature

Designation

Date.....

Name and address of the lessee/Lessees

Place.....

FORM - K

(See rule 58)

Quarry Parwana*(under rule 58 of the Gujarat Minor Mineral Concession Rules, 2010)*

Quarry Parwana No

Name and Address

of the Parwana holder

The above mentioned Shri.....is granted this Parwana on the following conditions to carry out quarry operation of.....

NAME OF THE MINERALS

and to extract and remove the same from the land admeasuring.....
square meters from survey number.....in
village.....Taluka.....District.....
the of Rs.....(rupees hundred for an area upto 1000 sq.mts and rupees two hundred for
an area above 1000 sq mtrs. in Government treasury at.....by Challan
No.....Date.....

Plan

Boundaries.- The four boundaries of aforesaid land are under.-

On the North

On the South

On the East

and on the West

CONDITIONS

1. The *Parwana* holder shall only quarry, extract and remove.....from the above mentioned land and he shall have no right to any other minor minerals that may be found in the land and when such other minerals are found to exist, he shall report the matter in writing to the Competent Authority who granted this *Parwana* within 15 days.

such other minerals are found to exist he shall report the matter in writing to the Competent Authority who granted this *Parwana* within 15 days

2. The *Parwana* holder shall pay..... Name of Minerals at the rate mentioned in schedule I of the Gujarat Minor Mineral Concession Rules, 2010 as amended from time to time, weekly or fortnightly as may be prescribed by the Competent Authority.
3. The *Parwana* holder shall pay yearly dead rent on.....at the mentioned in second schedule of the Gujarat Minor Mineral Concession Rules, 2010:

Provided that he shall be liable to pay/dead rent or royalty in respect of each mineral whichever is higher but not both.

4. The *Parwana* holder shall pay surface rent at fifty paise per 100 square meters or part thereof annually, in advance.
- 4-A The *Parwana* holder shall deposit with the State Govt. a sum of rupees hundred as security No. Interest shall run on this security deposit. The Competent Authority may refund this deposit to the *Parwana* holder in a case where the *Parwana* is surrendered or the period of *Parwana* has expired and no renewal thereof has been applied for and the deposit is not required to be applied to any of the purpose mentioned in this *Parwana*.
5. The *Parwana* holder shall extract and remove the mineral mentioned in clause (1) from the specified in this *Parwana* in such a manner that no damage is done to any high ways roads, agricultural lands, trees or other places of public utility or property. He shall not carry on any quarry operation within a distance of 50 meters of any railway line, high ways roads, riverbank or other places of public utility or property.
6. This *Parwana* shall be non-transferable.
7. The *Parwana* holder shall immediately report all accidents to the Competent Authority, the Commissioner the District Magistrate and the District Superintendent of police of the District in which the land is situated
8. The *Parwana* holder shall maintain the boundary marks and pillars of the land in proper order and in their proper places.
9. The *Parwana* holder shall work the area systematically as far as possible so as to avoid all waste when any reasonable advice in this respect is given by the Commissioner or the

Competent Authority or the Officer authorized by them for systematic working of the mineral it shall be complied with and steps taken accordingly

10. The *Parwana* holder shall keep the *Parwana* with himself and shall see that no encroachment takes place beyond the land granted on any other land occupied by some other person or government land if any trespass, encroachment or damage is caused in respect of some body else's land or government land, the *Parwana* holder shall pay an amount cancel mined by the Commissioner by way of damage and shall keep indemnified the government from and against all suits and demand which may be brought by any person or persons in the interest of any such damage injury or disturbance
11. No power of attorney shall be given by *Parwana* holder for this *Parwana*. If a power of attorney is given the *Parwana* shall be cancelled forthwith without assigning any reasons.
12. The *Parwana* holder shall maintain accounts to verify the production, payment of royalty as far as possible in the manner prescribed by the commissioner. He shall furnish the returns as may be required by the commissioner.
13. If the area held under the *Parwana* remains idle for a period of 120 days without any cause or without prior permission the Competent Authority shall cancel this *Parwana* after given an opportunity to the holder to state his case.
14. The Commissioner/Authority or any officer authorized by him or any of the Officer of the Government of India shall be allowed to inspect the quarry at the reasonable time.
15. This *Parwana* shall remain in force upto 31 st March 200. and shall be renewable every year on payment of Rs.....(rupees hundred for an area upto 1000 sq. mts and rupees hundred for an area above 1000 sq mts at the option of the Competent Authority.
16. In the event of any contravention of any of the conditions of this *Parwana* or the conditions mentioned in the rules or any rules of the Gujarat Minor mineral Concession Rules, 2010 the Commissioner/Authority may cancel the *Parwana*
17. If in case the mineral s removed without payment of royalty as required under this *Parwana*, the Competent Authority or any officer duly authorized by him may enter the land of he *Parwana* and taken possession of all or nay of the minerals o movable property or such part of it as will suffice to recover the royalty due together with fine not exceeding the double the annual dead rent payable under this *Parwana*.
18. If the payment of any amount recoverable under this *Parwana* is not made within 30 days from the due date the same together with simple interest due thereon at the rate of twenty-four percent per annum, shall be recoverable as an arrears of land revenue and *Parwana* shall be cancel mined.
19. On or after expiry of the period of this *Parwana* of when the *Parwana* is cancelled before the date o expiry of the period/or renewed period or after the date of such cancellation the *Parwana* holder shall not carry on any quarry operation or remove any mineral that have ben excavated. If the *Parwana* holder is found to carry out any quarry operation or removing the mineral he shall be liable for punishment as per rule 68 of the Gujarat Minor Mineral Concession Rules, 2010.
20. If the *Parwana* holder fails to carry out the instruction issued by the Competent Authority the Commissioner any officer authorize by him and violates any, terms of this *Parwana* and the provisions of the Gujarat Minor Mineral Concession Rules, 2010, as modified from time to time the Competent Authority shall cancel the *Parwana* after giving a notice of 30 days.

This *Parwana* has been granted with effect from theDays
of.....in the year twenty hundred.....Office
of.....

Place.....

Authority

Endorsement

On expiry of this *Parwana* and on the application made on-----for renewal of the
Parwana for one year, the *Parwana* is now renewed for the period of one year ending 31st March,
200.. . The renewal fee of Rs..... (rupees one hundred for an area upto 1000 sq mts. and
rupees two hundred for an area above 1000 sq.mts) there to has been paid at government
treasury-----vide *Challan* number-----
date----- office of the

Place :

Date :

Authority

2. On expiry of this *Parwana* and on the application made on_____for renewal
of the *Parwana* for one year, the parwna is now renewed for the period of one year ending
31st March 200.. The renewal of Fee of Rs.....(rupees one hundred for an area up to 1000 sq
mts. and rupees two hundred for an area above 1000 sq mts has been credited at Government
Treasury_____vide *Challan* number _____
dated.....

Office of the

Authority

Date :

Place :

FORM- L

[See rule 61 (1)]

Application for quarry permit*(under rule 61(1) of the Gujarat Minor Mineral Concession Rules, 2010)*

Received at.....

(Placed) on.....200...

Signature of Receiving Officer

Dated the.....

TO

The.....

.....

.....

Sir,

1. I/We submit an application for a quarry permit for.....(mineral) from the area described below.
2. A sum of Rs._____payable as fee for the permit under rule 36 of Gujarat Minor Mineral Concession Rules, 2010 has been paid in the government treasury at ----- and the receipted Challan is enclosed.
3. The required particulars are given below.
 - (i) Name of applicant stating whether he or it is an individual firm, company or society.....
 - (ii) Nationality of the individual or place of registration or incorporations of firm company or society.....
 - (iii) Profession of the applicant.....
 - (iv) Address of the applicant.....
 - (v) Minor mineral for which the quarry permit is applied for.....
 - (vi) Quantity to be removed under the permit.....
 - (vii) Whether royalty on the material has been paid; if so, give details.

(viii) Details of the area from which the mineral are to be removed.....

(a) Village.....

(b) Survey Number.....

(c) Whether a quarry exists in the area.....

(d) Whether the applicant worked in the area previously....

(ix) Period of validity of the quarry permit.

(x) Has the applicant any quarry lease or quarry permit in force? if so, please give details.

(xi) Purpose for which the mineral is to be used, give full details

(xii) Is a plan of the area enclosed?.....

(The plan should be on the relevant portion of the cadastral village map so as to enable the area to be identified from surface features etc.)

(xiii) If the land is an occupied land, has the occupant's willingness been ascertained and his letter of consent enclosed?

(xiv) If the land is an agricultural land has the permission of the revenue authorities been obtained for converting the same for non-agricultural purpose?

If so, please give details

I/We am/are fully aware of the rules and shall abide by them.

Yours Faithfully

Place :

Date :

Signature of applicant

N.B.- If the application is signed by an authorized agent of the applicant, the power of attorney should be attached

(To be filled in the office of the Officer granting the permit)

1. Date of grant/refusal of permit.....

2. Period of grant.....

3. Quantity for which the permit is valid.....

4. Royalty paid.....

5. Details of entry in the quarry permit Register.....

Place.....

Date :

Signature and designation
of Competent Authority.

FORM - M**[See rule 62 (1)]****Quarry Permit***(under rule 62(1) of the Gujarat Minor Mineral Concession Rules, 2010)*

Quarry permit No.....

.....Office

Date.....

Whereas Shri.....applied for grant of quarry permit for excavation and removal of tones/brass of.....(minor mineral) from Ss. No. of Village.....Taluka..... District..... Under rule 33 of the Gujarat Minor Mineral Concession Rules, 2010 and has paid an application fee of rupees.....and has also paid royalty in advance amounting to rupees.....permission is hereby granted to the above applicant to quarry, win and remove.....Tones of.....(minor mineral)from the a aforesaid area more fully described below on the following condition, and on payment of advance royalty of Rs.....per Tones (as specified in the Schedule to the Gujarat Minor Mineral Concession Rules, 2008.

Village

Bounded on the north by

Bounded on the south by

Bounded on the east by

Bounded on the west by

(as shown in the detailed plan annexed with the application)

- (1) This permit shall be valid for.....days only.
- (2) The depth of the pit below the surface shall not exceed six meters
- (3) This permit is non-transferable
- (4) No other mineral except that for which the permit is granted shall be excavated for removed without proper sanction being obtained from the Competent Authority
- (5) If any other minor or major mineral is found during quarry operation, it shall be reported to the Competent Authority within a weeks time after such discovery.
- (6) The permit holder shall maintain complete and correct accounts of the minerals excavated, quantity removed from the permit area, the sale vouchers register of lab our employed and wages paid etc. and royalty and other charges leviable for this purpose.

- (7) The permit holder shall immediately report all accidents to the Competent Authority and the District magistrate and the District Superintendent of police of the district in which the area is situated.
- (8) The permit holder shall have no right over the quarry material and other property lying in the permit area after the expiry of the permit.
- (9) The Permit holder shall not cut or damage any trees without prior sanction and without payment of compensation therefore as may be fixed by the Divisional forest Officer or such officer authorized by him in this behalf.
- (10) The permit holder shall not carry on quarry operation within a distance of 50 meters from any public roads, public buildings or temples, reservoirs, burial ground and railway track etc, and cause any damage to any public and private properties
- (11) The permit holder shall allow any officer authorized by the Commissioner and the local revenue forest Competent Authority in whose jurisdiction the land is situated, to enter into and inspect at any time the quarry operations and check up the accounts and verify the details of dispatches sales, etc, from the accounts book maintained by the permit holder as per condition (6) above at or near the area under permit..
- (12) If any excess quantity over that permitted is found to be removed, the material shall be confiscated and the permit holder shall be liable for punishment under the provisions of the Indian Penal Code and the Gujarat Minor Mineral Concession Rules, 2008
- (13) If any breach of these conditions or the Gujarat Minor Mineral Concessions Rules, 2010 is detected, this permit shall be cancelled and the material lying on the site will be confiscated.
- (14) As soon as the removal of the material granted under the permit is over, the permit holder shall surrender the permit to the Competent Authority and furnish to him a complete statement showing the quantities removed, details of transport and parties to whom this material has been sold, and prices obtained therefore, and shall produce any details, books etc. for the scrutiny of the Competent Authority as many be called for by him.

Signature of the Competent Authority

Date:

To

(The permit holder)

Shri/Messrs

.....

.....

Copy to:-

1. The Royalty Inspector/Mines Supervisor-----
 2. The Mamalatdar, Taluka.....
 3. The Taluka Development Officer, Taluka-----
- (in case of private land)

FORM- N**[See rule 64(3)]****Register of quarry permit***(under rule 64(3) of the Gujarat Minor Mineral Concession Rules, 2010)*

Name and address of permit holder	Date of application	No. and date of order of grant	Mineral minerals	S.No./Nos	Village	Taluka
1	2	3	4	5	6	7
Quantity permitted	Details of royalty received	Date of expiry of permit	Quantity recovered under the permit	Whether all dues have been recovered	Remarks	Signature of the Officer.
8	9	10	11	12	13	14

FORM- O
[See rule 65(1)]

(In Triplicate)

Application for revision

(under rule 65(1) of the Gujarat Minor Mineral Concession Rules, 2010)

1. Name and address of Individual/firm/company.....
2. Profession of individual/ or nature of business...
3. Full details of the order of the Competent Authority/ Commissioner against which the appeal or revision application is made (copy to be enclosed)
4. Minor Mineral/minerals forming the subject matter of the appeal or revision application.....
5. Details of the area in respect of which the appeal or revision application is filed (A plan of the area to be attached).
District Taluka Village S.No.
6. Has the appeal or application fee of the rupees two hundred fifty a prescribed in the rules been paid? If so give full details of the mode of payment.
7. Is the appeal or application filed within two months of the date of the order of Competent Authority/ Commissioner.
8. If not, the reasons for not presenting it within the prescribed time
9. Name and complete address of the party/parties impended. Reasons for impleading him/them should also be mentioned.
10. Number of copies of appeal or revision petition attached (if more than one party is impended one additional copy is to be enclosed for each impleaded party)
11. Grounds
12. If the appeal or revision application is filed by the holder of Power of Attorney, please attach the power of Attorney.

Place :

Signature and designation of the appellant or applicant

Date :

SCHEDULE- I

[See rule 21 (1)]

Rate of Royalty

Sr. No 1	Name of Minor Minerals 2	Rate of royalty per ton (in rupees) 3
1	Quartzite	20
2	Sand Stone	30
3	(i) Granite/Dolerite (in Block)	160
	(ii) Granite/Dolerite (in Rubble)	30
4	Building stones including Slate, Phyllite, Trachyte, Gabbro and others	30
5	Limestone	30
6	(i) Black trap	25
	(ii) Hard Murrum	20
7	Bentonite/Fuller's earth	70
8	(i) Marble (in Block)	300
	(ii) Marble (in Rubble)	60
9	Gravel	15
10	Soft Murrum	12
11	Ordinary clay	12
12	Ordinary sand/Kankar	12
13	Red clay	30
14	Chalcedony pebbles/Quartzite Pebbles	30
15	Any other minor minerals not mentioned above	30

Note: In case of bricks clay earth minerals used in manufacturing bricks, the rate of royalty shall be rupees 3600/- per one lacs bricks or part thereof.

SCHEDULE- II

[See rule 21 (5)]

Rate of Dead rent

Sr. No	In respect of quarry lease Name of Minor Minerals	Rate of dead rent per Square Meter. (in rupees)
1	2	3
1.	Quartzite	3.30
2.	Sandstone	3.00
3.	Granite/Dolerite	6.00
4.	Building stone including Slate, Phyllite, Trachyte, Gabbro and others	3.00
5.	Limestone	3.00
6.	(a) Blacktrap	8.50
	(b) hard murrum	5.30
7.	Bentonite/Fuller's earth	7.00
8.	Marble Block/Rubble	7.50
9.	Gravel	1.50
10.	Soft Murrum	2.00
11.	Ordinary clay	2.00
12.	Ordinary sand/kankar	2.00
13.	Chalcedoni pebbles/ Quartzite pebbles	2.50
14.	Red clay	3.00
15.	Any other minor minerals not mentioned above	3.00

By order and in the name of the Governor of Gujarat,

SHRIDEVI SHUKLA,

Joint Secretary to Government.